

## CITY COUNCIL REGULAR MEETING AGENDA

# Monday - August 10, 2020 - 1:00 AM 2801 Ranch Road 1869 - Liberty Hill, Texas

Rick Hall - Mayor	Liz Rundzieher - Mayor Pro Tem
Steve McIntosh - Councilmember	Gram Lankford - Councilmember
Kathy Canady - Councilmember	Tony DeYoung - Councilmember

Notice is hereby given that the REGULAR MEETING of the City Council of Liberty Hill will be held Monday - August 10, 2020 - 1:00 AM in Council Chambers located at 2801 Ranch Road 1869 in Liberty Hill, Texas to consider items as follows. All items are subject to action.

## 1. MAXIMUM CAPACITY IN COUNCIL CHAMBERS

a. No more than 38 people will be allowed in Council Chambers and appropriate social distancing will be in place.

The Governor's Order requires face masks when social-distancing cannot be maintained.

## 2. AUDIO ACCESS TO COUNCIL MEETING

a. For Audio access to the meeting:

Dial 1-646-749-3112 using your phone [follow the prompts]. Use access code 341-316-725.

## 3. CALL TO ORDER

- a. Establish Quorum
- b. Invocation
- c. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with Liberty and Justice for all."

d. Texas Pledge

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

## 4. PUBLIC COMMENTS

Liberty Hill City Council accepts public comments regarding the Agenda of Regular Council meetings and Public Hearings. Individuals wishing to speak may sign in by completing a Public Comment Form and presenting the form to the City Secretary prior to the start of the meeting. Each citizen is limited to a maximum of three (3)

minutes. Public Comment period will last no longer than a total of fifteen (15) minutes.

a. Public comments may also be submitted via email to the City Secretary at *nsawyer@libertyhilltx.gov* before 4 PM on Monday, August 10, 2020 in order for the comments to be read at the 6:30 PM meeting.

## 5. CONVENE - EXECUTIVE SESSION

City Council will convene to Executive Session for Consultation with Legal Counsel pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Development).

a. Section 551.072: Deliberation about Real Property
Consultation with Legal Counsel regarding real property owned by the City of Liberty
Hill and potential acquisitions.

## 6. RECONVENE TO REGULAR SESSION

City Council will reconvene to Regular Session following Consultation with Legal Counsel pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Development).

a. **Section 551.072: Deliberation about Real Property**Consultation with Legal Counsel regarding real property owned by the City of Liberty Hill and potential acquisitions.

## 7. CONSENT AGENDA

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion of those items unless requested by Council, in which event the item(s) will be removed from the Consent Agenda and considered under Regular Agenda items:

- a. Discuss and consider action to approve minutes of City Council Workshop held July 27, 2020.
- b. Discuss and consider action to approve minutes of City Council meeting held July 27, 2020.
- c. Discuss and consider action on adoption of Holiday Calendar as recognized and as acted on annually by the City Council of the City of Liberty Hill, Texas for the 2020-2021 Fiscal year. Presented by Nancy Sawyer City Secretary

## 8. REGULAR AGENDA

a. Discussion and final action regarding the Heritage Ridge Preliminary Plat, located at the E-SEC of State Road 29 and Championship Drive inside the city's limits and identified as 10.578 acres out of the J.B. Robinson Survey, ABS 521, Williamson County, TX (WCAD ID No. R022824 and a portion of R050673). Presented by David Stallworth - Senior Director of Planning

- b. Discussion and final action regarding the McCoy's Building Supply Store 117 Site Development / Stormwater Plan, located at the S-SWC of State Road 29 and Ranch-to-Market Road 1869 (13701 West SR-29) inside the city's limits and identified as Lot 1, Block A, McCoy's Liberty Hill Addition, Williamson County, TX (WCAD ID No. R022091 and R349109). Presented by David Stallworth Senior Director of Planning
- c. Discussion and final action regarding the Summerlyn West Amenities Center Site Development / Stormwater Plan, located along the west side of Sanderling Avenue, between Sandhill Crain Street and Gray Hawk Ridge inside the city's limits and identified as Lot 16, Block E, Summerlyn West, Section 2 Addition, Williamson County, TX (WCAD ID No. R595219). Presented by David Stallworth Senior Director of Planning
- d. Update on the Stonewall Parkway Extension schematic layout design, including discussion and possible action. Presented by: Steger & Bizzell
- e. Discussion and possible action related to Change Order #6 for the South Fork Wastewater Treatment Plant 1.2 MGD Expansion project with CCA, Inc. Presented by Steger & Bizzell
- f. **Discussion and possible action on Loop 332 speed limit study.** Presented by Steger & Bizzell
- g. Discuss and consider action on a new Drainage Master Plan for the City of Liberty Hill. Presented by Rick Hall, Mayor
- h. **Review and update on Uniform Development Code.** Presented by Lacie Hale, Chief Operating Officer
- i. Discuss and consider a resolution of the City of Liberty Hill, Texas requesting that Williamson County reallocate funds from the Williamson County Road Bond Program. Presented by Rick Hall, Mayor
- j. Discuss and consider action to approve Resolution authorizing the Mayor to enter into a lease-purchase agreement with U.S. Bank Equipment Finance to purchase police radios. Presented by Becky Wilkins Finance Director
- k. Consideration and possible action to amend / repeal the ordinance calling the May 2, 2020 General / Special Election to reflect the early voting dates and times. Presented by Mayor Rick Hall
- Discuss and consider an Ordinance of the City Council of Liberty Hill, Texas, affirming the prior passage of unsigned ordinances from the calendar year 2020. Presented by Nancy Sawyer, City Secretary
- m. Discuss and consider a resolution of the City of Liberty Hill, Texas, related to affirming the prior passage of unsigned resolutions from the calendar year 2020. Presented by Nancy Sawyer, City Secretary
- n. **Discuss and review the supervisory authority of the Mayor in relation to City staff.** Presented by Tony DeYoung and Kathy Canady

## 9. MEDIA QUESTION AND ANSWER

a. Council may address questions from official members of the media regarding posted agenda items. This item will last no more than ten (10) minutes.

## 10. FUTURE MEETING ITEMS

a. The next meeting of City Council will be held August 24, 2020.

## 11. ADJOURNMENT

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any item listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel Matters), 55.1076 (Deliberations about Security Devices), and 551.087 (Development).

In compliance with the Americans with Disabilities Act, the City of Liberty Hill will provide reasonable accommodation for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meeting. You may contact the City Secretary at 512-778-5449 - Extension 112.

POSTING CERTIFICATIO	N: I, Nancy Sawyer - C	City Secretary for the	ne City of Liberty	Hill, certify that the attached
notice of meeting for the	City Council - City of Lil	berty Hill was duly p	osted on the bullet	in board at Council Chamber
located at 2801 Ranch Re	oad 1869 in Liberty Hil	l, Texas and on the	e City website (w	w.libertyhilltx.com) on Nancy
Sawyer - City Secretary Na	ncy Sawyer			
Date Posted:	Time Posted:		_ By:	
	oved from the bulletin lexas on the day	board at Municipal (	Court / Council Ch	Hill, certify that the attached ambers located at 2801 Rancl

# **AGENDA ITEM**

#7.a.

## **ATTACHMENTS:**

Description 07.27.2020 Workshop Minutes Upload Date 8/5/2020



## CITY COUNCIL WORKSHOP MINUTES

MONDAY, JULY 27, 2020 – 5:00 PM

2801 Ranch Road 1869 – Liberty Hill (Council Chambers)

On July 27, 2020, City Council convened in Council Chambers at 2801 Ranch Road 1869. The meeting was video streamed and available via telephone.

#### **CALL TO ORDER**

The Liberty Hill City Council Workshop was called to order at 5:00 PM by Rick Hall – Mayor on Monday, July 27, 2020 at Council Chambers located at 2801 Ranch Road 1869.

Council Members present were Mayor Rick Hall, Mayor Pro Tem Liz Rundzieher, Steve McIntosh, Gram Lankford, Kathy Canady, and Tony DeYoung. Others present were Tad Cleaves — City Attorney, Lacie Hale — Chief Operating Officer, David Stallworth — Director of Planning, Josh McGinty, Mary Lyn Jones, and Nancy Sawyer — City Secretary.

The meeting was open to the public via conference call, GoToMeeting, and in person. Access instructions for the meeting were posted on the City Bulletin Board at Municipal Court and <a href="https://www.LibertyHillTX.gov">www.LibertyHillTX.gov</a>. Instructions on submitting public comments were also posted with the agenda as referenced above.

#### **WORKSHOP AGENDA**

## Review and update regarding the Unified Development Code.

Lacie Hale – Chief Operating Officer stated the UDC is a roadmap for the City. The UDC was last updated in 2015. There have been legislative updates that need to be incorporated. Mayor Hall stated the UDC will outline the duties of Planning and Zoning and what they can do with and without Council approval. It establishes the duties and roles for the Parks and Recreation Board as well. There was a review of the timeline and process for updating and amending the UDC. Mayor Hall stated the target date for returning the amended UDC to Council is November 17<sup>th</sup>. There will be a public hearing at the Planning and Zoning meeting on August 18<sup>th</sup> for suggestions and comments from citizens. The UDC item could be placed on agendas for Council meetings on October 12<sup>th</sup> and 26<sup>th</sup> and November 9<sup>th</sup>. The final iteration of the UDC will be presented to Council on December 14<sup>th</sup>. Liz Rundzieher stated she would like to review a few sections at each meeting and see what changes are being recommended. There was discussion of HB 3167 and what the city can and cannot mandate as far as architecture, etc.

The meeting was adjourned at 5:51 PM	
PASSED and APPROVED by the CITY COUNCIL of the CIT August 10, 2020 on vote of AYES, NAYS, an	
	Rick D. Hall – Mayor
[seal]	
Nancy Sawyer – City Secretary	

**ADJOURNMENT** 

# **AGENDA ITEM**

#7.b.

## **ATTACHMENTS:**

Description
07.27.2020 Council Minutes

Upload Date 8/5/2020



# CITY COUNCIL MEETING MINUTES MONDAY, JULY 27, 2020 – 6:30 PM

2801 Ranch Road 1869 - Liberty Hill (Council Chambers)

On July 27, 2020, City Council convened in Council Chambers at 2801 Ranch Road 1869. The meeting was video streamed and available via telephone.

#### **CALL TO ORDER**

Liberty Hill City Council was called to order at 6:30 PM by Rick Hall – Mayor on Monday, July 27, 2020 at Council Chambers located at 2801 Ranch Road 1869. Invocation was given by Chaplain Joiner, followed by reciting of the Pledge of Allegiance and Texas Pledge.

Council Members present were Mayor Rick Hall, Mayor Pro Tem Liz Rundzieher, Steve McIntosh, Gram Lankford, Kathy Canady, and Tony DeYoung. Others present were Tad Cleaves – City Attorney, Lacie Hale – Chief Operating Officer, David Stallworth – Director of Planning, Becky Wilkins – Finance Director, and Nancy Sawyer – City Secretary.

The meeting was open to the public via conference call, GoToMeeting, and in person. Access instructions for the meeting were posted on the City Bulletin Board at Municipal Court and <a href="https://www.LibertyHillTX.gov">www.LibertyHillTX.gov</a>. Instructions on submitting public comments were also posted with the agenda as referenced above.

## **PUBLIC COMMENTS**

- Tony DeYoung Council member 704 Loop 332 addressed Council addressed Council stating he wanted to correct some broad statements made about him. He stated he would never be a rubber stamp for the Mayor or Council. He welcomes feedback from citizens. He also stated that he has not been able to get an item on the agenda regarding the Mayor's supervisory authority, once because he turned in too late, and once because he could not get a co-sponsor. He stated he would ask better, more informed, questions in the future.
- Mary Lyn Jones 700 Oak Lane addressed Council giving them thanks for seeing through the completion of Wetzel Park. Ms. Jones provided the timeline for the pool. She ended her time in front of Council stating the City should move forward with building the pool.

- Mike Wilson 100 Pinto Run addressed Council stating that when he became a Parks Board member, City Park only had soccer. As plans were made for the pool design and funding for it, Council members changed over the years and plans were adapted accordingly. About five years ago, Girl Scouts came to the Parks and Recreation Board with a survey showing the pool as a top priority. After the Parks Board explained how things worked in cities, they went home a little sad. Now, five years later, and the City is still working on funding and design. He encouraged Council to see the project through.
- Kathy Canady Council member addressed Council stating that for the record, Council
  member's first priority is for the citizens who reside within City limits. Council does hold
  in high regard those who have businesses and homes in the ETJ as well. However, the first
  priority is to represent those within the corporate boundaries.

## **INTRODUCTIONS**

- Casey Cobb Emergency Management Coordinator and Security Manager introduced Giovanny Magallon who will be the guest speaker for Veterans Day. Mayor Hall gave a Challenge Coin to Mr. Magallon and provided thanks to him for his military service.
- Nancy Sawyer City Secretary introduced Katie Wilhelmi as the administrative assistant in the City Secretary's Office.

#### CONVENE TO EXECUTIVE SESSION

City Council was convened to Executive Session at 6:45 PM by Mayor Hall Executive Session for Consultation with Legal Counsel pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Development). No action was taken during Executive Session.

- Section 551.072: Deliberation about Real Property

  Consultation with Legal Counsel regarding real property owned by the City of Liberty Hill and potential acquisitions.
- Section 551.071: Consultation with Attorney
  Consultation with Legal Counsel regarding First Amendment protections.

#### **RECONVENE TO REGULAR SESSION**

At 7:52 PM City Council reconvened to Regular Session for discussion / action of the following:

- Section 551.072: Deliberation about Real Property
   Consultation with Legal Counsel regarding real property owned by the City of Liberty Hill and potential acquisitions.
  - OUTCOME: No action was taken.
- Section 551.071: Consultation with Attorney
   Consultation with Legal Counsel regarding First Amendment protections.
   OUTCOME: No action was taken.

#### **DEPARTMENTAL REPORTS**

## **Finance Department**

Becky Wilkins – Finance Director presented the cash and investment reports from June 2020. She also presented the Quarterly Investment Report.

## **Public Works Department**

Wayne Bonnet – Public Works Department presented an overview of the June 2020 report included in Council's packet.

- Paving project on several streets including Ainsworth, Munroe, and Barton is complete.
- The department is installing a 12" line on RR 1869 to be able to install a fire hydrant.
- BioDaf pilot program Installation is complete. Should start taking water soon.
- Wetzel Park Running great.
- Canady signs are in place.

## **Police Department**

Chief Royce Graeter provided statistics for June 2020. Upon question, he stated that with continued growth, there is a slight uptick in crime, as would be expected. Mayor asked Chief Graeter to provide comparable numbers from the previous year in the future.

## **Municipal Court**

Tracy Ventura – Court Administrator stated they have closed 108 files. She is working to make the website more vibrant and accessible. They are continuing to hold virtual court which is going very well.

## **Planning Department**

David Stallworth – Senior Director of Planning presented the June 2020 report to Council, stating permits have increased 55% over the previous month. He stated the department has a new building official – Elias Carrasco who worked previously for the City. Due to COVID, no more than 100 inspections are being performed on a daily basis.

## **Events**

Katie Amsler – Events Coordinator stated she was able to cancel Whimsy and Wonder without losing any money. Deposits were transferred to the next festival. Little Texas will be playing for the Christmas Festival. Hope House residents have provided art for sale at the Stubblefield Building. Mayor Hall stated the Morningstar developer who was going to sponsor Whimsy and Wonder stated that those funds could be used for the Police Department, Council, and staff needs.

## **CITY SECRETARY**

Nancy Sawyer – City Secretary addressed Council explaining the chart included in Council's packet for current state of Ordinances and Resolutions for 2020 along with how these will be addressed for Council's consideration at the next Council meeting.

## **ENGINEERING SERVICES**

Curtis Steger – Steger & Bizzell provided a summary of the 16 projects Steger & Bizzell is tracking.

#### **CONSENT AGENDA ITEMS**

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion of those items unless requested by Council, in which event the item(s) will be removed from the Consent Agenda and considered under Regular Agenda items:

 Discussion and possible action to approve minutes of City Council meeting held July 13, 2020.

<u>OUTCOME</u>: On motion by Liz Rundzieher and second by Kathy Canady, Council approved the Consent Agenda. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

#### **REGULAR AGENDA**

## Update on Loop 332 speed limit study.

Curtis Steger – Steger & Bizzell presented to Council, stating Steger & Bizzell has reviewed the recommendation, adding that the recommendation basically reverts to speed limits previously in place on Loop 332. Following discussion, Mayor Hall asked that this agenda item come back to Council on August 10<sup>th</sup> for further discussion and possible action.

## Engineering update on the Loop 332 and CR 279 intersection realignment design, including discussion and possible action.

Dex Dean – Steger & Bizzell presented to Council stating their primary goals for this intersection are to have a safer intersection, safer alignment, and traffic management. Council and Mr. Dean discussed drainage, lighting, tree mitigation, grading, and estimated costs. They are working on the grading plan completion and would like to go out to bid in September. Curtis Steger stated his firm will come back to Council on September 28<sup>th</sup>.

## **Overview of Capital Improvement Projects.**

Becky Wilkins - Finance Director provided a status report to Council on CIP projects. She stated the Stubblefield House, Forrest Street building, and Police Department parking projects are complete. The City Park project is ongoing including the trail. Wetzel Park is complete. There is \$710,319 left in the CIP budget. The City has until the end of 2020 to use those funds. She explained that most construction projects went over budget which is not that unusual. There was explanation and discussion of bonds.

## Discuss and consider swimming pool design and timeline.

Mayor Hall presented the 2019 design at \$2.1 million and the 2020 design at \$1.5 million. Mayor Hall explained that the \$500,000 grant for the pool has been approved but not finalized. Once that grant is distributed, the City will have two (2) years to use it. Kathy Canady – Council member stated she would like to have an experienced municipal pool professional – Tim Dean - provide his expertise to Council. Tony DeYoung – Council member asked what the original intent of the pool was. Mary Lyn Jones – Parks and Recreation Board chair stated the intent was for use by the community, addressing all ages. Mayor Hall stated that the City is required by the Unified Development Code (UDC) to provide a parking lot for the pool.

<u>OUTCOME</u>: On motion by Kathy Canady and second by Liz Rundzieher, Council approved a joint Parks and Recreation and City Council workshop on August 20, 2020 at the regular meeting of the Parks and Recreation Board. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

## Discuss and consider action on Community Center design.

Mayor Rick Hall addressed Council showing the rendering of the design. Some of the exterior metal will be re-purposed as wainscoting inside. Tony DeYoung asked if the City could use the remaining bond money toward the community center and was told that they could.

<u>OUTCOME</u>: Tony DeYoung made a motion, seconded by Gram Lankford to move forward with reconstruction of the Community Center building using the remaining \$710,319 in bond funds toward construction costs. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

# Discuss and consider action regarding a financing agreement for the purpose of procuring vehicles and related equipment re: Ford Transit Van and Ford Ranger. [20-R-38]

Becky Wilkins – Finance Director addressed Council stating the transit van will be for Facilities Management and the Ranger will be for the building official. This will be paid out of Development Services. <u>OUTCOME</u>: On motion by Steve McIntosh and second by Gram Lankford, Council approved Resolution 20-R-38 for the purchase of a Ford Transit Van and Ford Ranger. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

# Discuss and consider action on a resolution regarding a financing agreement for the purpose of procuring a dump truck and related equipment. [20-R-39]

Becky Wilkins – Finance Director asked Council whether they would prefer 5 or 7 annual payments. Council asked for Ms. Wilkins' opinion on that. Ms. Wilkins stated she felt 7 annual payments would be more financially comfortable.

<u>OUTCOME</u>: On motion by Liz Rundzieher and second by Kathy Canady, council approved Resolution 20-R-39 for the purchase of a dump truck and related equipment and authorizing an agreement of seven (7) annual payments. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

# Discuss and take action regarding a financing agreement for the purpose of procuring police department vehicles and related equipment. [20-R-40]

Becky Wilkins – Finance Director addressed Council stating this resolution is for the replacement of PD vehicles, one of which is an insurance replacement; the purchases will come out of the PD's budget.

<u>OUTCOME</u>: On motion by Tony DeYoung and second by Kathy Canady, Council approved Resolution 20-R-40 for purchase of police department vehicles and related equipment. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

## Discuss and consider Ordinance placing supervisory authority of the Code Enforcement Officer under the Building Official position. [20-O-41]

Tad Cleaves – City Attorney stated this Ordinance simply modifies the Code of Ordinances changing supervisory authority.

<u>OUTCOME</u>: On motion by Tony DeYoung and second by Steve McIntosh, Council approved Ordinance 20-O-41 placing supervisory authority of the Code Enforcement Officer under the Building Official position. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

## Review and discuss a new Drainage Master Plan for the City of Liberty Hill.

Mayor Hall stated that the previous proposal involved purchasing property to build retention ponds with a cost of around \$7 million. The new proposal from Halff Associates provides for utilizing current resources to hold and divert to local rivers. Mayor Hall asked that this item be added to the August 10<sup>th</sup> Council agenda for further discussion.

## Discuss and consider Liberty Hill Youth Soccer League lease agreement.

## Discuss and consider Liberty Hill Youth Football League lease agreement.

Lacie Hale – Chief Operating Officer stated the lease agreements for Soccer and Football Leagues have expired. There was discussion of costs of upkeep and maintenance, including mowing, seeding, watering. <u>OUTCOME</u>: On motion by Kathy Canady and second by Gram Lankford, Council authorized Kathy Canady and Gram Lankford from Council, along with Lacie Hale and Mayor Hall, to come up with options and bring back to Council August 24, 2020. <u>Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.</u>

# Discuss and consider action to terminate the current month-to-month agreement with Giraffe Cleaning and sanitation of City facilities and possible action to authorize the Mayor to execute an agreement for services.

Becky Wilkins – Finance Director stated that currently, the City does not have a contract with Giraffe. The City performed preliminary bids, and all were under \$50,000 annually.

<u>OUTCOME</u>: On motion by Gram Lankford and second by Liz Rundzieher, Council approved termination of the month-to-month agreement with Giraffe Cleaning. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

Discuss and consider written quotes for services related to cleaning and sanitation of City facilities and possible action to authorize the Mayor to execute an agreement for services.

<u>OUTCOME</u>: Following discussion, Gram Lankford, seconded by Liz Rundzieher made a motion to authorize Mayor Hall to execute an agreement for cleaning services with Service Master. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

Review, consideration, and possible action on the Site Development / Stormwater Permit located at 118 Bailey Lane within the city limits of Liberty Hill (Parcel ID R440233, further identified as Lot 2, Riley Estates Addition c/o 2.00 acres).

David Stallworth – Senior Director of Planning recommended approval to Council stating the site is located across from the middle school and behind Golden Chicken. Property is within City limits. There was discussion of the road and intersection and the ability to handle the additional traffic.

<u>OUTCOME</u>: Tony DeYoung made a motion to approve the permit and provide authority to Mayor Hall to approach the developer about possibly partnering on the necessary road improvements. Curtis Steger — Steger & Bizzell will bring a proposal back to Council for road and intersection improvements. Liz Rundzieher seconded the motion. **Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.** 

#### ITEMS FROM MAYOR AND COUNCIL

- The next scheduled Council meeting is August 10, 2020. A budget and tax rate workshop will be held prior to Council regular meeting at 5:30 PM.
- At the next meeting, Curtis Steer Steger & Bizzell will bring a conceptual drawing for the Long Run to Liberty Parke entrance project.

#### **ADJOURNMENT**

On motion by Liz Rundzieher and second by Kathy Canady, Council adjourned at 10:25 p.m. Motion passed on vote of 5 ayes, 0 nays, and 0 abstentions.

PASSED and APPROVED by the CITY COUNCIL of the CITY OF August 10, 2020 on vote of AYES, NAYS, and	
	Rick D. Hall – Mayor
[seal]	
Nancy Sawyer – City Secretary	

# **AGENDA ITEM**

#7.c.

## **ATTACHMENTS:**

Description Holiday Schedule Upload Date 8/5/2020



## LIBERTY HILL CITY COUNCIL

MEETING DATE: August 10, 2020

SUBMITTED BY Nancy Sawyer

AGENDA ITEM: Discuss and Consider Action on Adoption of Holiday Calendar as recognized and as acted on annually by the City Council of the City of Liberty Hill, Texas for the Fiscal Year 2020-2021.

INFORMATION ABOUT THIS REQUEST: The Holiday Calendar is comparable to the approved holiday calendar of surrounding cities and at the County, State, and Federal level. When approved, this proposed holiday calendar will be considered the official Holiday Calendar for Fiscal Year 2020-2021 as recognized by the City of Liberty Hill.

	T	
Labor Day	Monday	September 7, 2020
Columbus Day	Monday	October 12, 2020
Veterans Day	Wednesday	November 11, 2020
Thanksgiving Holidays	Thursday [Thanksgiving Day] Friday [Day after Thanksgiving]	November 26, 2020 November 27, 2020
Christmas Holidays	Thursday [Christmas Eve] Friday [Christmas Day]	December 24, 2020 December 25, 2020
New Year's Holiday	Friday	January 1, 2021
Martin Luther King Day	Monday	January 18, 2021
Presidents' Day	Monday	February 15, 2021
Good Friday	Friday	April 2, 2021
Memorial Day	Monday	May 31, 2021
Independence Day (Observed)	Monday	July 5, 2021
Labor Day	Monday	September 6, 2021

# **AGENDA ITEM**

#8.a.

## **ATTACHMENTS:**

Description Heritage Ridge Upload Date 8/5/2020



## City Council August 10, 2020

Item: Discussion and final action regarding the Heritage Ridge Preliminary Plat,

located at the E-SEC of State Road 29 and Championship Drive inside the city's limits and identified as 10.578 acres out of the J.B. Robinson Survey, ABS 521, Williamson County, TX (WCAD ID No. R022824 and a portion of R050673).

Owner: Liberty Hill Investments, LLC

**Agent:** Michael Beevers

WILCO ID Number: R022824 and R050673

**Current Zoning:** General Commercial/Retail District (C-3)

## Site Map:



**Discussion:** The request is to facilitate the future platting of up to eight (8) commercial/retail lots, one (1) detention basin tract, and approximately 231 linear feet of public street. The subject 10.578-acre property is located along the south side of State Road 29 (SR-29), east of Championship Drive, which serves as the primary entrance to the city's middle school. The application was submitted on 12 June, 2020. There are no concurrent requests associated with this application. The request was reviewed by the City Planning Commission at its August 4, 2020 public meeting.

The subject property is oriented northwest-to-southeast, is heavily wooded and has over 1,200 feet of frontage along SR-29. There is a dilapidated single-family residence and various other accessory structures on the property that are scheduled for demolition. Ultimate new lot widths will range between 117 and 212 feet. At least three (3) points of site access are proposed, with two being situated along SR-29 and one being located along Championship Drive. Reciprocal access between each lot will be provided. A drainage detention pond is proposed near the southeast corner of the development. A private road easement abuts the subject area's easternmost boundary and is not a part of this project.

Given the extensive tree coverage of the subject property, the proposal will call for the removal of at least 158 trees that are 10 inches and greater in caliper size, fifty (50) or more of which are considered legacy trees with a caliper width of 19 inches or greater. The applicant proposes to preserve at least 14 existing legacy trees in addition to several other trees that are between 10 and 18.99 inches in caliper size.

In recognition of the extent of tree removal that will be necessary for the future development of the site, the applicant offers the following additional concessions:

- An 8-foot-wide, concrete shared use path will be constructed along the site's SR-29 road frontage (RE: Sheet 3, General Note 1);
- Enhanced streetscape will be installed along both SR-29 and Championship Drive (RE: Sheet 3, General Notes 2, 3 and 4);
- Solid and durable trash enclosures will be provided (RE: Sheet 3, General Note 5);
- Parking spaces along landscaped areas will contain wheel stops (RE: Sheet 3, General Note 6);
- Pedestrian access from SR-29 to the site will be provided (RE: Sheet 3, General Note 7).

To be consistent with current City policy, the applicant had also agreed at the August 4 meeting to include the following language on Sheet 3 of the Preliminary Plat as General Note 8:

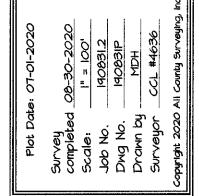
"The developer will agree that vertical improvements in the subdivision shall be reviewed by City staff as to form in accordance with the City's Comprehensive Plan during the site development plan process. The City will agree that it intends to reach a mutually amenable conclusion without any unreasonable delays or conditions of approval. The City will further agree not to discourage or discount the use of national prototype plans or designs."

In acknowledgment of these concessions, and upon the approval of the preliminary plat by the City Council, the proposed development will be consistent with §6.07.E of the Unified Development Code, which requires City approval of any hardwood trees that are 19 inches or greater in caliper size.

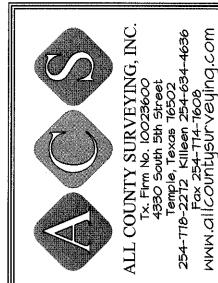
**Recommendation:** On August 4, 2020 the City Planning Commission unanimously voted to forward a recommendation of approval to the City Council.

LIBERTY HILL, MILLIAMSON COUNTY, TEXAS J. B. ROBINSON SURVEY, ABSTRACT NO. 521, 10.578 ACRES, situated in the PRELIMINARY PLAT HERITAGE RIDGE  $\bigcap_{\prod}$ SHEET **(** CHAMPIONSHIP DRIVE 305 LF 65 FT R.O.M.
NOTE:
THIS PORTION OF CHAMPIONSHIP DRIVE TO BE DEDICATED TO THE CITY OF LIBERTY HILL. TEXAS. MIDTH 1. B. ROBINSON SURVEY, ABSTRACT NO. 521, LIBERTY HILL, MILLIAMSON COUNTY, TEXAS HERITAGE RIDGE STATE HOW VICINITY MAP -n.t.s.-

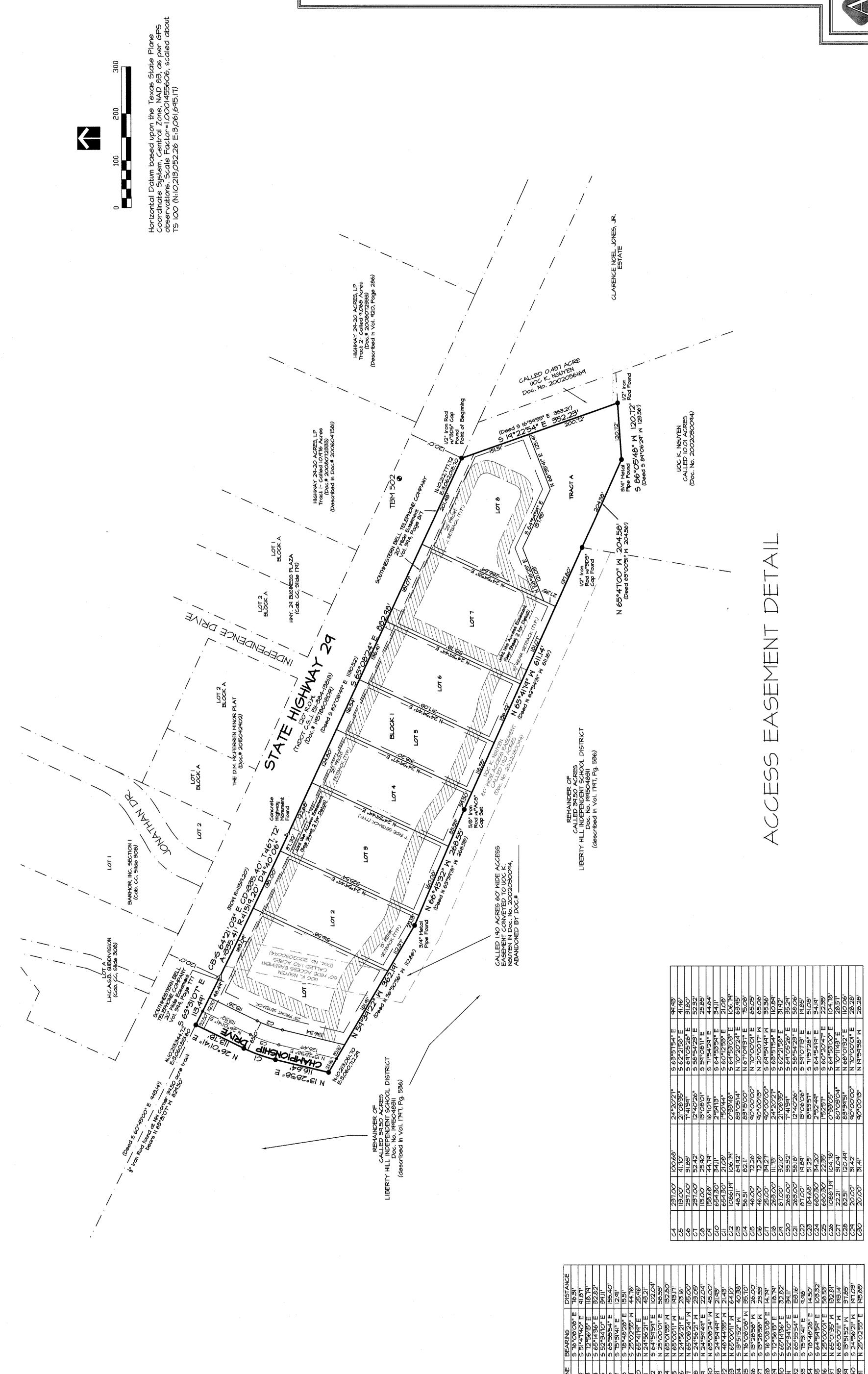
PRELIMINARY PLAT





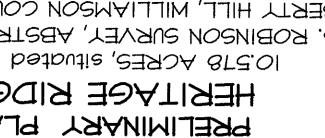


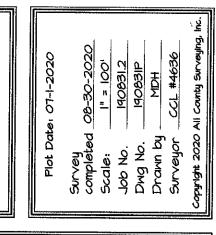
J. B. ROBINSON SURVEY, ABSTRACT LIBERTY HILL, MILLIAMSON COUNTY, 1. B. ROBINSON SURVEY, ABSTRACT



## LIBERTY HILL, WILLIAMSON COUNTY, TEXAS J. B. ROBINSON SURVEY, ABSTRACT NO. 521, 10.578 ACRES, situated in the

# HERITAGE RIDGE TAJA YAANIMIJERA





# ALL COUNTY SURVEYING, INC. Tx. Firm No. 10023600 4330 South 5th Street Temple, Texas 16502

1. B. ROBINSON SURVEY, ABSTRACT NO. 521, LIBERTY HILL, MILLIAMSON COUNTY, TEXAS STATE OF TEXAS COUNTY OF WILLIAMSON I MICHAEL BEEVERS, PRESIDENT OF HERITAGE RIDGE INVESTMENTS, LLC, A LIMITED LIABILITY COMPANY IN THE STATE OF TEXAS, BEING MORE PARTICULARLY DESCRIBED BEING ALL OF THAT CALLED X.XX ACRESTRACT OF LAND CONVEYED TO HERITAGE RIDGE INVESTMENTS, LLC, IN DOCUMENT NUMBER XXXXXXXXXX AND 1560 ACRES, BEING A PORTION OF THAT CALLED OF THAT CALLED 39.50 ACRE TRACT OF LAND OWNED BY LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, IN DOCUMENT NUMBER 1995040311, BOTH OF THE OFFICIAL RECORDS OF MILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO FOREVER HEREON FOR SUCH PUBLIC PURPOSES AS LIBERTY HILL, MILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT IS TO BE KNOWN AS: HERITAGE RIDGE. KNOW BY ALL MEN BY THESE PRESENTS

HERITAGE RIDGE

PRELIMINARY PLAT

HERITAGE RIDGE INVESTMENTS, LLC By: MICHAEL BEEVERS, PRESIDENT STATE OF TEXAS COUNTY OF WILLIAMSON

2020, AD

DAY OF

TO CERTIFY WHICH, WITNESS MY HAND THIS

STATE OF TEXAS COUNTY OF MILLIAMSON

MY COMMISSION STATE OF TEXAS COUNTY OF WILLIAMSON PRINTED NAME

NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC, STATE OF TEXAS

That I, Roy Michael Smith, do hereby certify that I prepared this plat from an actual and accurate on the ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Chapter 5, Subdivisions, Public improvements, City of Liberty Hull Unified Development Code. Approved this \_\_\_\_ day of \_\_\_\_\_, 2020, by the Planning and Zoning Commission of the City of Liberty Hill, and authorized to be filed for record by the County Clerk of Williamson County, Texas. Approved this day of 2020, by the City Council of the City of Liberty Hill, and authorized to be filed for record by the County Clerk of Williamson County. ATTEST: Nancy Sawyer City Secretary 7-1-2020 DATE Loy Medack Smith Roy Michael Smith REGISTRATION NO. 6748 STATE OF TEXAS COUNTY OF WILLIAMSON Licensed Engineer

Rick Hall Mayor

Developer will construct an eight (8) foot wide, concrete Shared Use Sidepath in accordance with the City of Liberty Hill's Master Trails Plan at developer's expense.

The proposed landscape islands along State Highway 29 will need to contain trees and low-level ground cove (can be either inert [mulch or crusher fines] or vegetation. Trees must be 3" minimum caliper and 6' minimum height at time of planting. Trees must be region-sultable, as designated by the Texas A&M Agricultural Extension Service, Street tree mix shall be 60% deciduous/40% evergreen mix. The developer will get credit for saving existing trees. w.

Street tree coverage along Champlonship Drive shall consist of one (1) street tree placed at 50' intervals with similar height and caliper requirments as those along State Highway 24. Trees must be region-suitable, as designated by the Texas A&M Agricultural Extension Service. Tree mix will not be regulated. The developer will get credit for saving existing trees.

A continuous hedge or shrubbery will be installed along the State Highway 29 frontage between the parking lot pavement and the shared use sidepath trail, at time of construction. Plantings must be region-suitable, as designated by the Texas A∉M Agricultural Extension Service.

Trash enclosures shall be constructed of opaque and durable materials, preferably masonry. The use of chain-link fencing with plastic slats is not acceptable.

6. Wheel stops shall be installed within parking spaces along any landscape strip or buffer area.
7. Some form of distinct pedestrian access between State Highway 29 and the overall development shall be provided.
8. Mater and Sewer impact fees will be collected at the time of building permit.

Surveyor's Field Notes for HERITAGE RIDGE, being:

10519 ACRES, studded in the John B. Robinson Survey, Abstract Bild, Williamson County, Taxos, being all of a called 3410 acres of busines. BESINNING at a 1/21 iron rod with "3D5" cap found on the south line of State Highway 24, being the northeast comer of add 401 acre bract, some being the northeast comer of a called 0.451 acre bract, some being the northeast comer of a called 0.451 acre bract, some being the northeast comer of a called 0.451 acre bract, some being the northeast comer of a called 10.01 acre bract of land conveyed by Uor K. Nayyen in Document No. 2002026/64, of said official Public Records, for the northeast comer of this bract of land, on a called 10.01 acre bract of land conveyed by Uor K. Nayyen in Document No. 2002026/64, of said official Public Records, being the southeast comer of said 401 acre bract, some being the southeast comer of add 0.451 acre bract, some being the southeast comer of said 0.451 acre bract, for the southeast comer of this bract of land.

THENCE in a generally westerily direction, with the south lines of said 401 acre bract, some being the southeast comer of this bract of land.

THENCE in a generally westerily direction, with the south lines of said 401 acre bract, some being the northwest comer of this tract of land.

THENCE in a generally the northwest comer of this tract of land.

THENCE contributing in a westerily direction, with the south line of said 401 acre bract, some being the northwest comer of this tract of land.

THENCE contributing in a westerily direction, with the south line of said 401 acre bract, some being the most enable the land.

THENCE contributing in a westerily direction, with the south line of said 401 acre bract, some peng to a said 3450 acre bract, brace flowed in

THENCE in a northerly direction, continuing over and across said 3450 acre tract west of and parallel to Championship Drive, the following three (3) courses and distances:

1) N. 13° 28' 56" E., 11664 feet, to a 5/6" iron rod with "ACS" cap set at the beginning of a curve to the right, for a corner of this tract of land;

2) 71.71 feet, with said curve to the right, having a radius of 327.44 feet, a delta angle of 12° 32' 43" and a chord which bears N. 14° 45' 14" E., 1156 feet, to a 5/6" iron rod with "ACS" cap set at the end of a curve to the right, for a corner of this tract of land;

3) N. 26° 01' 41" E., 113.78 feet, to a 5/6" iron rod with "ACS" cap set on a north line of said 34.50 acre tract, same being the south line of 54 at Highway 24, for the northwest corner of this tract of land, from which a ½" iron rod found at the northwest corner of said 34.50 acre tract, bears N. 63° 31' 07" M., 824.50 feet,

THENCE in an easterly direction with the north lines of said 34.50 acre tract and said 40! acre tract, same being the south line of 54 acre Highway 24, the following three (3) courses and distances:

1) 5.63° 31' 07" E., 113.44 feet, 13.46 feet, to a corner of this tract of land;

2) 335.41 feet, with said curve to the left, having a radius of 11514.20 (R.OM. radius 11514.20 feet), a delta angle of 1' 40' 06" and a chord which bears 5. 64° 21' 03" E., 335.40 feet, to a concrete highway monument found at the end of said curve to the left, for a corner of this tract of land;

3) 5. 65° 08' 24" E., 882.48 feet (30) acre Deed 5. 60° 08' 49" E., 1130.52 feet), to the POINT OF BEGINNING and containing 10.578Acres of Land.

SAID COUNTY IN DOCUMEN



# **AGENDA ITEM**

#8.b.

## ATTACHMENTS:

Description Upload Date McCoy's 8/5/2020



## City Council August 10, 2020

Item: Discussion and final action regarding the McCoy's Building Supply – Store 117

**Site Development / Stormwater Plan,** located at the S-SWC of State Road 29 and Ranch-to-Market Road 1869 (13701 West SR-29) inside the city's limits and identified as Lot 1, Block A, McCoy's Liberty Hill Addition, Williamson

County, TX (WCAD ID No. R022091 and R349109).

Owner: McCoy Corporation

**Agent:** Eckermann Engineering, Inc. by Sam Walker, P.E.

WILCO ID Number: R022091 and R349109

**Current Zoning:** General Commercial/Retail District (C-3)

**Proposal:** To develop a retail building supply operation consisting of a +/-26,000-square-

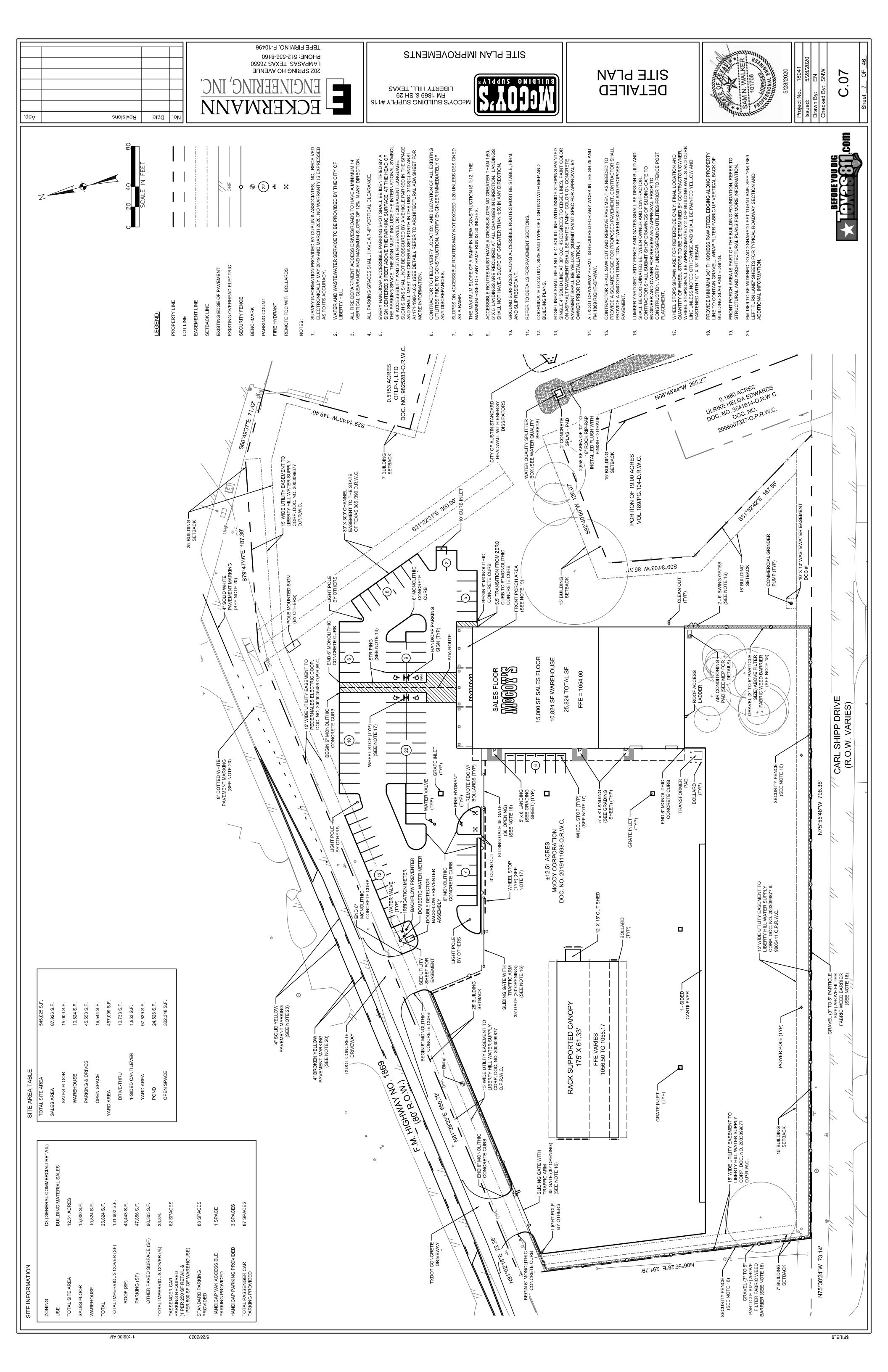
foot retail building and warehouse, accessory buildings and outdoor storage

on +/-12.50 acres.

## Site Map:



**Recommendation:** Staff finds the application complete and suitable for further consideration.



# **AGENDA ITEM**

#8.c.

## ATTACHMENTS:

Description Upload Date Summerlyn 8/5/2020



## City Council August 10, 2020

Item: Discussion and final action regarding the Summerlyn West Amenities Center

**Site Development / Stormwater Plan,** located along the west side of Sanderling Avenue, between Sandhill Crain Street and Gray Hawk Ridge inside the city's limits and identified as Lot 16, Block E, Summerlyn West, Section 2

Addition, Williamson County, TX (WCAD ID No. R595219).

Owner: Pulte Homes of Texas, LP

**Agent:** CSF Civil Group, LLC, by Randy Nixon, P.E.

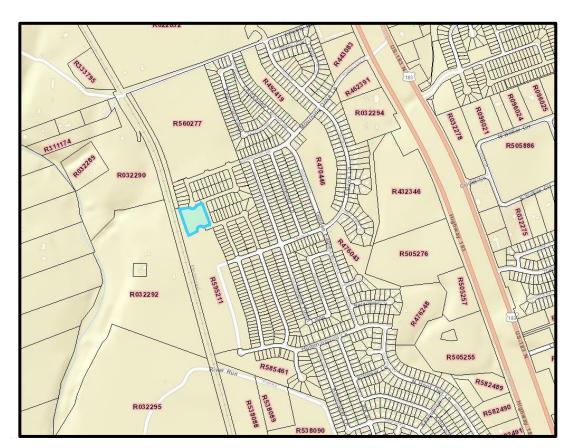
WILCO ID Number: R595219

**Current Zoning:** Single-family Residential (SF-3)

**Proposal:** To develop a community amenity center consisting of a swimming pool,

basketball court, playground, restrooms and 18 parking spaces on +/-2.08 ac.

## Site Map:



**Recommendation:** Staff finds the application complete and suitable for further consideration.

PLANNING, ENGINEERING & CONSTRUCTION SERVICES 9401 AMBERGLEN BLVD, #150 AUSTIN TEXAS, 78729 Steinman Fleming COOK SITE PLAN Austin, Texas Tel (512) 614-4466 www.csfcivilgroup.com
Texas Registered Firm No. F-12377 Civil Group LEXYS' LP. BOLLE HOMES CENLEE **VWENILK SOMMERITAN** MEZL NOTES:

1) SEE ARCHITECTURAL PLANS FOR RESTROOM BUILDING DETAILS.

2) SEE LANDSCAPE PLANS (PREPARED BY SEC PLANNING, LLC) FOR HARDSCAPE DETAILS (BIKE RACK, BASKETBALL COURT, PLAYSCAPE, DOG WASTE STATION, LIGHT POLE, FENCING, ETC.) LEGEND 3 7 SANDHILL CRAIN STREET GRAY HAWK RIDGE SANDERLING AVENUE 20 19 SPLIT RAIL FENCE -BY OTHERS PLOVER LANE DOG WASTE STATION-BY OTHERS PROP. 5' SIDEWALK POOL LOT 16 BLOCK 'E' 20

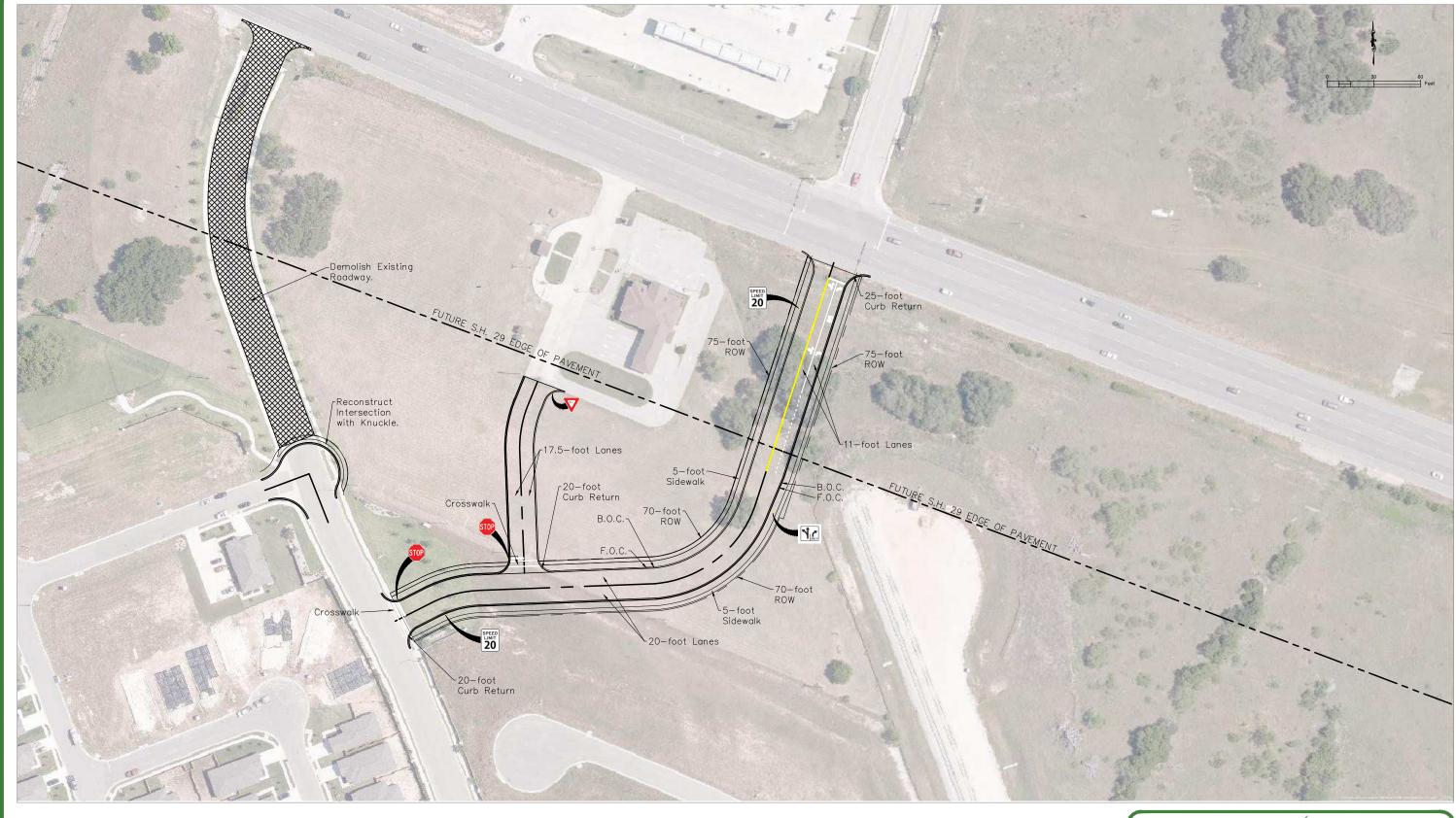
# **AGENDA ITEM**

#8.d.

## **ATTACHMENTS:**

Description
Stonewall Parkway

Upload Date 8/6/2020



**PRELIMINARY NOT FOR CONSTRUCTION** 

## FOR REVIEW

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW AND ESTIMATES UNDER THE AUTHORITY OF DEX D. DEAN, P.E. REG. #119081 ON 8/05/2020.
IT IS NOT TO BE USED FOR
PERMIT, BIDDING, OR
CONSTRUCTION.

**DESIGN SUMMARY 20 MPH DESIGN SPEED 150-FOOT RADIUS CURVES** 844 LF OF CURBED STREET 252 LF OF CURBED DRIVEWAY

**STONEWALL PARKWAY EXTENSION SCHEMATIC LAYOUT** 



DATE 8/06/2020

JOB NO.



## CITY OF LIBERTY HILL STONEWALL PARKWAY EXTENSION



## **Preliminary Construction Estimate for Schematic Design**

August 6, 2020

## BASE BID

BASE BID								
ITEM	TXDOT SPEC	DESCRIPTION	UNITS	TOTAL QUANTITY	ι	JNIT PRICE		EST. COST
		MOBILIZATION						
1	500-6001	INSURANCE, BONDS, & MOVE-IN (<5% OF TOTAL BID)	LS	1	\$	52,000.00	\$	52,000.00
		RIGHT-OF-WAY (NOT INCLUDI	ED)					
		OWNER RECORDS						
		VIDEOTAPE PRE-CONSTRUCTION PROJECT AREA & PROVIDE DIGITAL			1			
2		COPY TO OWNER	LS	1	\$	1,000.00	\$	1,000.00
		EROSION CONTROL	I .		1			
3		PREPARATION, IMPLEMENTATION, & ADMINISTRATION OF SWPPP	LS	1	\$	3,000.00	\$	3,000.00
4	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	850	\$	3.00	\$	2,550.00
5	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	850	\$	1.00	\$	850.00
6	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	25	\$	45.00	\$	1,125.00
7	506-6011	ROCK FILTER DAMS (REMOVE) (TY 2)	LF	25	\$	10.00	\$	250.00
		LANDSCAPING			т.		т	
8		TREE REMOVAL	LS	1	\$	15,000.00	\$	15,000.00
9	160-6003	FURNISHING AND PLACING TOPSOIL (6")	SY	2,900	\$	4.50	\$	13,050.00
10	162-6002	BLOCK SODDING	SY	2,900	\$	5.50	\$	15,950.00
11	102 0002	IRRIGATION	MO	4	\$	1,000.00	\$	4,000.00
		ROADWAY	1110		7	1,000.00	Y	4,000.00
12	100-6002	PREPARING ROW	AC	1.38	\$	15,000.00	\$	20,700.00
13	104-6044	REMOVING CONCRETE	CY	5	\$	330.00	\$	1,650.00
14	106-6002	OBLITERATING ABANDONED ROAD	SY	2,900	\$	10.00	\$	29.000.00
15	110-6004	EXCAVATION	CY	7,050	\$	22.00	\$	155,100.00
16	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	200	\$	32.00	\$	6,400.00
17	102 0000	PREPARE SUBGRADE	SY	4,700	\$	4.00	\$	18,800.00
18	247-6445	FLEXIBLE BASE (12") (TY A OR D GR 5)	SY	4,700	\$	40.00	\$	188,000.00
19	340-6027	D-GR HMA TY-C SAC-B PG70-22	TON	414	\$	170.00	\$	70,380.00
20	310-6005	PRIME COAT (AE-P)	SY	3,800	\$	1.50	\$	5,700.00
21	529-6008	CONC CURB (6") WITH REINFORCING	LF	1,653	\$	24.00	\$	39,672.00
22		EXPANSION JOINTS 40' O.C. IN CURB	EA	42	\$	5.20	\$	218.40
23		REPLACE EXISTING INTERSECTION WITH KNUCKLE	LS	1	\$	5,000.00	\$	5,000.00
24	666-6302	REFL PAV MRK TY I (W)8"(SLD)(090MIL) *	LF	151	\$	1.50	\$	226.50
25	666-6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL) *	LF	104	\$	1.50	\$	156.00
26	666-6041	REFL PAV MRK TY I (W)12"(SLD)(090MIL) *	LF	128	\$	3.25	\$	416.00
27	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL) *	LF	61	\$	24.00	\$	1,464.00
28	666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) *	LF	522	\$	1.25	\$	652.50
29	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL) *	LF	5	\$	150.00	\$	750.00
30	666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL) *	LF	1	\$	150.00		150.00
31	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	6	\$	725.00	\$	4,350.00
		*Striping by City of Liberty Hill is included for cost information.						
		SIDEWALKS AND DRIVES	I		1 4			
32	531-6002	CONC SIDEWALKS (5" Thick)	SY	980	\$	65.00		63,700.00
33	531-6010	CURB RAMPS (TY 7)	EA	4	\$	1,500.00	_	6,000.00
34	110-6004	EXCAVATION  FAR ANY AFAIT (FINAL YORD, COMPLYTY R)	CY	1,860	\$	22.00	_	40,920.00
35	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B) PREPARE SUBGRADE	CY	60	\$	32.00	_	1,920.00
36	247-6445		SY SY	1,240	\$	4.00	\$	4,960.00 49,600.00
37 38	340-6027	FLEXIBLE BASE (12") (TY A OR D GR 5) D-GR HMA TY-C SAC-B PG70-22	TON	1,240 110	\$	40.00 170.00	_	18,700.00
39	310-6005	PRIME COAT (AE-P)	SY	1,010	\$	1.50	\$	1,515.00
40	529-6008	CONC CURB (6") WITH REINFORCING	LF	529	\$	24.00	_	12,696.00
41	323 0008	EXPANSION JOINTS 40' O.C. IN CURB	EA	14	\$	5.20	_	72.80
42		REPLACE EXISTING INTERSECTION WITH KNUCKLE	LS	1	\$	5,000.00	\$	5,000.00
		SIGNALS AND LIGHTING		-	1 7	5,000.00	Υ	3,000.00
43		TRAFFIC SIGNAL W/ASSOCIATED SIGNS	LS	1	ċ	100,000.00	ċ	100,000.00
44		LIGHTING (POLES AND ELECTRICAL)	LS	1	\$			25,000.00
44		LIGHTING (FULLS AND LLLCTRICAL)	LO	1	Ş	23,000.00	۲	23,000.00

DRAINAGE							
45		TxDOT INTERSECTION CULVERT	LF	76	\$	125.00	\$ 9,500.00
46		DRAINAGE CHANNEL CULVERT	LF	161	\$	175.00	\$ 28,175.00
47		INSTALL SET	EA	2	\$	3,000.00	\$ 6,000.00
48		REMOVE STR (SET)	EA	2	\$	650.00	\$ 1,300.00
49		HEADWALL	EA	2	\$	1,500.00	\$ 3,000.00
50		CURB INLETS	EA	2	\$	7,500.00	\$ 15,000.00
51		STORM SEWER PIPE	LF	200	\$	70.00	\$ 14,000.00
TEMPORARY SIGNS/TRAFFIC HANDLING							
52	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$	3,000.00	\$ 18,000.00
53	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAYS	180	\$	68.00	\$ 12,240.00
54		PROJECT SIGNS (48"x36", WOOD SUBSTRATE)	EA	4	\$	1,300.00	\$ 5,200.00

Subtotal	\$ 1,100,059.20
Budget contingency (10% of construction)	\$ 110,005.92
Engineering	\$ 117,729.00
TOTAL WITH CONTINGENCY AND ENGINEERING	\$ 1,327,794.12

# **AGENDA ITEM**

#8.e.

## **ATTACHMENTS:**

Upload Date
8/5/2020
8/5/2020
8/5/2020
8/5/2020
8/5/2020

#### **CHANGE ORDER**

Six (6)

Change Order No.:

Dat	e:	08/10/2020					
Pro	ject Agreement Date:	07/10/2019					
Pro	ject No.:	22632					
NAI	ME OF PROJECT:	Southfork Wastewater Treatment Plant 1.2 MGD	Expansion				
OW	NER:	City of Liberty Hill					
COI	NTRACTOR:	Cunningham Constructors & Associates, Inc.					
The	following changes are	e hereby made to the CONTRACT DOCUMENTS:					
1.	C.O. Request #15: Crefees:	edit to owner for return of 30" piping less re-stocking	<u>\$ (11,555.15)</u>				
2.	C.O. Request #16: For due to delays related	rm rental delay costs from 6/12/2020 through 8/6/2020 to Suez re-design:	\$ 16,968.47				
3.	C.O. Request #17: Ad as requested by City	ditional secondary headworks beam support installation staff:	\$ 1,682.60				
4.	4. C.O. Request #18: Cost to extend Contractor's builders risk insurance from 11/2/2020 to 5/2/2021 due to extension of construction timeline: \$11,251.80						
Ori	ginal CONTRACT PRICE	:	\$ 9,868,345.00				
Cur	rent CONTRACT PRICE	adjusted by previous CHANGE ORDERS:	\$ 11,432,533.40				
The	CONTRACT PRICE due	e to this CHANGE ORDER will be increased by:	\$ 18,347.72				
The	new CONTRACT PRICE	E including this CHANGE ORDER will be:	\$ 11,450,881.12				
The	CONTRACT TIME will	be increased/decreased by <u>0</u> days.					
All	other parts and section	ns of the Bid Documents, Specifications and Plans remain u	nchanged.				
Rec	uested by:						
		Rick Hall, Mayor, Liberty Hill  AARON J. LAU  102191	***				
Rec	ommended by:	Aaron Laughlin, P.E., Steger Bizzell	8/5/2020				
Acc	epted by:	Cunningham Constructors 9 Associates In-	Date				
		Cunningham Constructors & Associates, Inc.	Date:				



July 15, 2020

Steger Bizzell 1978 S. Austin Avenue Georgetown, Texas 78626

ATTN.: Aaron Laughlin, P.E.

RE: South Fork WWTP

Change Order Request No. 15 - Credit to City for 30" Returned Pipe

#### Gentlemen,

The following change order request is for the return of the 30" pipe when the change was made from Microdyn to Suez:

Credit to City	\$ 1	2,473.15
Labor - 3 men x 3 hours each @ \$52/hr	<\$	468.00>
Equipment to load pipe - 3 hrs @ \$110/hr	<\$	330.00>
Pick-up Trucks - 3 hrs @ \$40/hr	<\$	120.00>
TOTAL CREDIT TO CITY	\$ 1	1,555.15

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Michael L Cunningham

President

\*w/Attachment - Ferguson Credit Memo

Cc: Perry Steger – Steger Bizzell

Rick Hall, Mayor - City of Liberty Hill





FERGUSON WATERWORKS #1106 P O BOX 847411 DALLAS, TX 75284-7411 Deliver To: B426180 732K GC From: Dustin White

Comments:

Please Contact With Questions:

832-742-2930

Invoice Number	Customer	Page
CM088704	46801	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE --->

-12473.14

FERGUSON WATERWORKS #1106 P O BOX 847411 DALLAS, TX 75284-7411

Sold To:

Ship To:

CUNNINGHAM CONST & ASSOCIATES 1902-04 SOUTHFORK WWTP-CO PO BOX 69

WALBURG, TX 78673

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Nam	е	Invoice Date	Batch
1254	1254	TXE	15	MD	1902-04 SOUTHFOR	K WWTP-CO	07/10/202	0 CM0
Ordered	Shipped	Item Numbe	or	Description Unit Price		UM	Amount	
1	1	MJ9P4LA30	30 MJ C153 F	P-401 90 BEN	D OI 1044900	-5316.100	EA	-5316.10
		Cust PO:15	Job Name: 19	902-04 SOUTH	HFORK WWTP-CO			
2	2	2 SP-FTP43024 30X24 DI		5# C110 FLG	TE OI 1059277	-7386.000	EA	-14772.00
		Cust PO:16	Job Name: 19	902-04 SOUTH	HFORK WWTP-CO			
1	1	SP-F9P43024	30X24 DI C1	10 FLG P-401	9 OI 1059277	-4858.190	EA	-4858.1
		Cust PO:16	Job Name: 19	902-04 SOUTH	HFORK WWTP-CO			

 Restocking Charge
 12473.15

 Invoice Sub-Total
 -24946.29

 Tax
 0.00

 Total Amt
 -12473.14

TOTAL DUE ---> -12473.14

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT https://www.ferguson.com/content/website-info/terms-of-sale GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKETUNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



July 20, 2020

Steger Bizzell 1978 S. Austin Avenue Georgetown, Texas 78626

ATTN .: Aaron Laughlin, P.E.

RE: South Fork WWTP

Change Order Request No. 16 - Cost of Rental on Forms

#### Gentlemen,

The following change order request is for the cost associated with the rental charge for the forms we are unable to use due to the change in walls:

Form Rental for 6/12/20 thru 7/09/20		S	8,277.30
Form Rental for 7/10/20 thru 8/6/20		\$	8,277.30
Bond @ 2.5%		S	413.87
Profit/Overhead		S	2,483.19
	TOTAL	S	16,968.47

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Michael L Cunningham

President

Cc: Perry Steger - Steger Bizzell

Me Cia





#### **CMC Construction Services** Louisiana / Oklahoma / Texas 1-877-785-4497

P17934

06/15/20

Page 1

Bill To: 418950

C C A INC PO BOX 69 WALBURG TX 78673-0069

Ship to:

SOUTH FORK WWTP J#1902

1902 C C A INC

LCRA RD & HWY 183 N LEANDER, TX 78641

FOB Point

jwade.cca@gmail.com

Rental Period: From 06/12/20 Thru 07/09/20

Periods Billed: 6

Orig/Last Ship Date: 01/28/20

DEPT/WH SLSP TERMS Ship Via 105 /51 TMB Net 30 Days

MOTOR FRT

REF# SFWWTP

CONTRACT #

00091636

R-4 R-4 T/H RDACT 141 TO 221 CH	RATE/PRICE		UNITS	UM	EXTENSION
B-4 B-4 T/U BRACE, 14' TO 23'-6"	.0000	BAL FWD:	20	EA	.00
FBBP FORMING BRACE BASE PLATE	.0000	BAL FWD:		EA	.00
93632 ADJ PIN FOR TILT-UP BRACES	.0000	BAL FWD:	20		.00
B-4 B-4 T/U BRACE, 14' TO 23'-6" FBBP FORMING BRACE BASE PLATE 93632 ADJ PIN FOR TILT-UP BRACES 42TT8-16 42" TAPERTIE 8"-16" (15mm) X05-0025 9'X3' MEVALITE PANEL X05-0026 9'X2' MEVALITE PANEL X05-0027 9'X1' MEVALITE PANEL X05-0029 MEVALITE INSIDE CORNER 9' X05-0039 MEVALITE OUTSIDE CORNER 9' X05-0047 3"X9' MEVALITE FILLER X05-0090 MEVALITE CRANE HOOK X05-0126 9'X1.5' MEVALITE PANEL X05-0130 ML 6' STRIPPING CORNER X05-5002 9' ML MULTIPURPOSE PANEL 23-311-96 MEVALITE SHOE PLATE 23 29-105-50 STOP END BRKT 40/60 IMP/MLITE 29-106-00 SCAFFOLD BKT 90 29-106-75 GUARD RAIL POST (MEVA) 29-205-50 MEVALITE - ASSEMBLY LOCK 29-400-90 UNI-ASSEMBLY LOCK-28 29-400-92 M-ALIGNMENT RAIL 180, GALV 29-401-10 FLANGE SCREW 18cm 29-402-50 M-ALIGNMENT RAIL 250, GALV.	.0000	BAL FWD:		EA	
X05-0025 9'X3' MEVALITE PANEL	45.9000	BAL FWD:		EA	
X05-0026 9'X2' MEVALITE PANEL	30.6000	BAL FWD:	20		
X05-0027 9'X1' MEVALITE PANEL	15.3000	BAL FWD:	20	FA	122.40
X05-0029 MEVALITE INSIDE CORNER 9'	30,6000	BAL FWD: BAL FWD:	9	EV	61.20
X05-0039 MEVALITE OUTSIDE CORNER 9'	.0000	BAL FWD:	4	EV	
X05-0047 3"X9' MEVALITE FILLER	3.8250	BAL FWD:		EA	
X05-0090 MEVALITE CRANE HOOK	.0000	BAL FWD:		EA	
X05-0126 9'X1.5' MEVALITE PANEL	22.9500	BAL FWD:			.00 367.20
X05-0130 ML 6' STRIPPING CORNER	20.4000	BAL FWD:		EA	
X05-5002 9' ML MULTIPURPOSE PANEL	38 2500	BAL FWD:	40	EA	918.00
3-311-96 MEVALITE SHOE PLATE 23	0000	BAL FWD:		EA	
9-105-50 STOP END BRKT 40/60 IMP/MLITE	0000	BAL FWD:		EA	
-106-00 SCAFFOLD BKT 90	0000	BAL FWD:			.00
9-106-75 GUARD RAIL POST (MEVA)	0000	BAL FWD:	36	EA	
9-205-50 MEVALITE - ASSEMBLY LOCK	0000	BAL FWD:		EA	.00
29-400-90 UNI-ASSEMBLY LOCK-28	0000	BAL FWD:			.00
29-400-92 M-ALIGNMENT RATE 180 GALV	.0000	DAL FWD:	50		.00
29-401-10 FLANGE SCREW 18cm	.0000	BAL FWD:			.00
29-402-50 M-ALIGNMENT RAIL 250 CALV	.0000	BAL FWD:	500		.00
29-900-10 ARTICULATED FLANCE NUT 15/120	.0000	BAL FWD:			.00
29-900-10 ARTICULATED FLANGE NUT 15/120 29-900-24 BRACE BOLT DCR	.0000	BAL FWD:			.00
42TT8-16X 15MM 42" SHORT TAPERTIE GREEN	.0000	BAL FWD:	30		.00
50TT16-24 50" TAPER TIE 16"-24" (15mm)	.0000	BAL FWD:			.00
50TT16-24 50" TAPER TIE 16"-24" (15mm) 0TT16-24X 15MM 50" SHORT TAPERTIE GREEN	.0000	BAL FWD:			.00
AFETYRAIL SAFETY RAIL BRKT W/GRP	.0000	BAL FWD:			.00
EMENTPART 15 MM HAMMER CAP FOR TAPERTIES		BAL FWD:			.00
TO THE HEITIGH ONE FOR TAPERTIES	.0000	BAL FWD:	2	EΑ	.00

<b>RENTALS</b> 8277.30	SALES .00	TAX .00	FREIGHT	<b>TOTAL</b> 8277.30	PAID DEP	APPLIED .00	<b>BALANCE</b> 8277.30
IWW						*	= TAXABLE

Remit to: CMC Construction Services P O BOX 844573 DALLAS, TX 75284-4573





#### **CMC Construction Services** Louisiana / Oklahoma / Texas 1-877-785-4497

P19878

07/13/20

Page 1

902

Bill To: C C A INC 418950 PO BOX 69 PO BOX 69

WALBURG TX 78673-0069

Ship to:

SOUTH FORK WWTP J#1902

1902

C C A INC LCRA RD & HWY 183 N

LEANDER, TX 78641

jwade.cca@gmail.com

Rental Period: From 07/10/20 Thru 08/06/20

Periods Billed: 7

Orig/Last Ship Date: 01/28/20

DEPT/WH SLSP TERMS Ship Via REF# FOB Point CONTRACT # 105 /51 TMB Net 30 Days MOTOR FRT SEWWIP 00091636

ITEM DESCRIPTION	RATE/PRICE	2	UNITS	UM	EXTENSION
B-4 B-4 T/U BRACE,14' TO 23'-6" FBBP FORMING BRACE BASE PLATE 93632 ADJ PIN FOR TILT-UP BRACES 42TT8-16 42" TAPERTIE 8"-16" (15mm) X05-0025 9'X3' MEVALITE PANEL X05-0026 9'X2' MEVALITE PANEL X05-0027 9'X1' MEVALITE PANEL X05-0029 MEVALITE INSIDE CORNER 9' X05-0039 MEVALITE OUTSIDE CORNER 9' X05-0039 MEVALITE CRANE HOOK X05-0047 3"X9' MEVALITE FILLER X05-0090 MEVALITE CRANE HOOK X05-0126 9'X1.5' MEVALITE PANEL X05-0130 ML 6' STRIPPING CORNER X05-5002 9' ML MULTIPURPOSE PANEL 23-311-96 MEVALITE SHOE PLATE 23 29-105-50 STOP END BRKT 40/60 IMP/MLITE 29-106-00 SCAFFOLD BKT 90 29-106-75 GUARD RAIL POST (MEVA) 29-205-50 MEVALITE - ASSEMBLY LOCK 29-400-90 UNI-ASSEMBLY LOCK-28 29-400-92 M-ALIGNMENT RAIL 180, GALV 29-401-10 FLANGE SCREW 18cm 29-402-50 M-ALIGNMENT RAIL 250, GALV.	.0000	BAL FWD	: 20	EA	.00
FBBP FORMING BRACE BASE PLATE	.0000	BAL FWD		EA	
93632 ADJ PIN FOR TILT-UP BRACES	.0000	BAL FWD		EA	
42TT8-16 42" TAPERTIE 8"-16" (15mm)	.0000	BAL FWD		EA	
X05-0025 9'X3' MEVALITE PANEL	45.9000	BAL FWD		EA	
X05-0026 9'X2' MEVALITE PANEL	30.6000	BAL FWD	20		
X05-0027 9'X1' MEVALITE PANEL	15.3000	BAL FWD		EA	
X05-0029 MEVALITE INSIDE CORNER 9'	30,6000	BAL FWD:		EA	
X05-0039 MEVALITE OUTSIDE CORNER 9'	.0000	BAL FWD:		EA	
X05-0047 3"X9' MEVALITE FILLER	3.8250	BAL FWD		EA	2.2.2
X05-0090 MEVALITE CRANE HOOK	.0000	BAL FWD:	- 0	EA	
X05-0126 9'X1.5' MEVALITE PANEL	22.9500	BAL FWD:		EA	
X05-0130 ML 6' STRIPPING CORNER	20.4000	BAL FWD:			918.00
X05-5002 9' ML MULTIPURPOSE PANEL	38.2500	BAL FWD:	*.*	EA	
23-311-96 MEVALITE SHOE PLATE 23	.0000	BAL FWD:		EA	.00
29-105-50 STOP END BRKT 40/60 IMP/MLITE	.0000	BAL FWD:		EA	.00
29-106-00 SCAFFOLD BKT 90	.0000	BAL FWD:		EA	
29-106-75 GUARD RAIL POST (MEVA)	.0000	BAL FWD:		EA	.00
29-205-50 MEVALITE - ASSEMBLY LOCK	.0000	BAL FWD:	1200		.00
29-400-90 UNI-ASSEMBLY LOCK-28	.0000	BAL FWD:		EA	.00
29-400-92 M-ALIGNMENT RAIL 180, GALV	.0000	BAL FWD:			.50
29-401-10 FLANGE SCREW 18cm	.0000	BAL FWD:			.00
29-402-50 M-ALIGNMENT RAIL 250, GALV.	.0000	BAL FWD:	5.5.5		.00
29-900-10 ARTICULATED FLANGE NUT 15/120 29-900-24 BRACE BOLT DCR	.0000	BAL FWD:			.00
		BAL FWD:			.00
42TT8-16X 15MM 42" SHORT TAPERTIE GREEN	.0000	BAL FWD:			.00
50TT16-24 50" TAPER TIE 16"-24" (15mm)	.0000	BAL FWD:			.00
50TT16-24X 15MM 50" SHORT TAPERTIE GREEN	.0000	BAL FWD:			.00
50TT16-24X 15MM 50" SHORT TAPERTIE GREEN SAFETYRAIL SAFETY RAIL BRKT W/GRP	.0000	BAL FWD:			.00
LACEMENTPART 15 MM HAMMER CAP FOR TAPERTIES	.0000	BAL FWD:			.00

RENTALS 8277.30	SALES	XAT	FREIGHT	TOTAL 8277.30	PAID DEF	APPLIED	BALANCE 8277.3
--------------------	-------	-----	---------	------------------	----------	---------	-------------------

Remit to: CMC Construction Services P O BOX 844573 DALLAS, TX 75284-4573



August 5, 2020

Steger Bizzell 1978 S. Austin Avenue Georgetown, Texas 78626

ATTN.: Aaron Laughlin, P.E.

RE: South Fork WWTP
Change Order Request No. 17 – Additional Headworks Beam Support

Gentlemen.

The following change order request is for the cost of one (1) additional Headworks Beam Support with Pipe Flange Support:

Material (Seguin Fabricators, Ltd.)		\$	632.00
Labor		\$	800.00
Bond @ 2.5%		\$	35.80
Profit/Overhead		\$	214.80
	TOTAL	S	1,682.60

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Michael L Cunningham

M.c. Cin

President

\*w/Attachment(s)

Cc: Perry Steger – Steger Bizzell Jay Holmes – City of Liberty Hill

#### Project Change Order - Detail

Job #19-194

South Fork WWTP

Property of Seguin Fabricators, Ltd

Page #1

07/31/20 11:59:22

(Variation Ref. Equals CO3)

Change	Order	ref.
Descript	ion	

CO3

Headworks Support Beam

Estimated value

\$632.00

Agreed value

\$0.00

Date	created
Data	racaivad

07/31/20

Date received

07/31/20

Internal / External

External

Status

FOR APPROVAL

Created by

KEVIN

Customer PO number

Customer ref Engineer ref Architect ref

Invoice number Invoice date Payment date

Notes

Per the request by Benny Godinez, 7/31/2020:

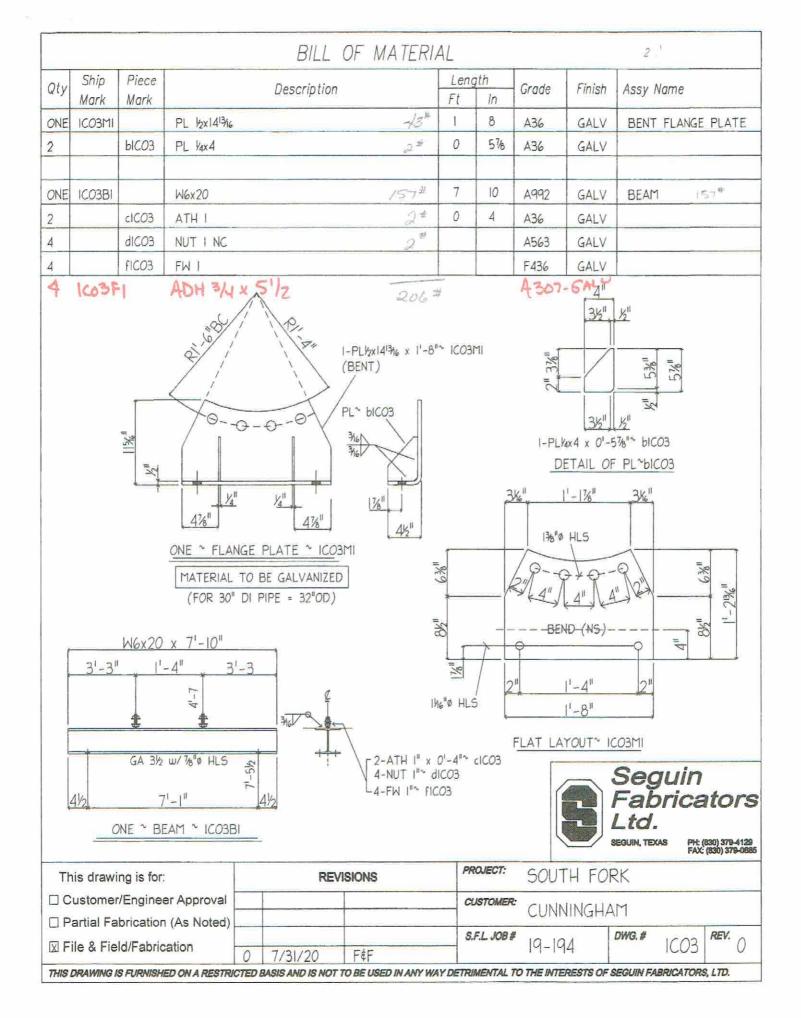
Need one more Headworks Beam Support with Pipe Flange Support.

SFL to supply the attached drawing.

If this Change Order is accepted, please sign below and return.

Cunningham

Date





August 5, 2020

Steger Bizzell 1978 S. Austin Avenue Georgetown, Texas 78626

ATTN .: Aaron Laughlin, P.E.

RE: South Fork WWTP

Change Order Request No. 18 – Cost to extend Builder's Risk Insurance (Exp. 11/2/2020)

Gentlemen,

The following change order request is for the cost to extend Builder's Risk Insurance which expires on 11/2/2020. There are 2 quoted options, 6-month extension or 12-month extension:

6-month Extension		\$ 9,579.00
Bond @ 2.5%		\$ 239.40
Profit/Overhead		\$ 1,436.40
	TOTAL	\$ 11,251.80
12-month Extension		\$ 16,568.00
Bond @ 2.5%		\$ 414.20
Profit/Overhead		\$ 2,485.20
	TOTAL	\$ 19,467.40

Please advise which extension the City wants to go with so we can advise the insurance company accordingly.

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Michael L Cunningham

President

\*w/Attachment(s)

Cc: Perry Steger – Steger Bizzell Jay Holmes – City of Liberty Hill Jeanette Janda <jeanettej@thenitschegr

Wed, Aug 5 at 8:23 AM

To: jwade.cca@gmail.com

#### Good morning!

The underwriter has forwarded his revised quotes for extending coverage another 6 months vs another 12 months.

See below.

Please confirm what option you would like to bind.

We look forward to hearing from you!

#### Jeanette Janda

The Nitsche Group

Commercial Relationship Manager

Direct: 979-540-2241

fax: 866-318-7260

JeanetteJ@TheNitscheGroup.com

From: LESTER, JARED A

Sent: Tuesday, August 4, 2020 1:36 PM

To: DeAnna Biehle <DeAnnaB@TheNitscheGroup.com>
Cc: Jeanette Janda <JeanetteJ@theNITSCHEgroup.com>
Subject: RE: Cunningham Constructors,,,,pol# IHDD966049-01....co needs addl info to firm up quotes

Since we're increasing the limit, the premiums will change – in addition to rating for the increased limit for the extension, we would price for the increase from inception. AP to extend are:

6 Months: \$9,320 AP Plus \$256 TRIA (includes \$2,515 in AP for the increase back to inception)

12 Months: \$16,125 AP Plus \$443 TRIA (includes \$2,515 in AP for increase back to inception).

#### CITY COUNCIL - REGULAR MEETING Monday - August 10, 2020 - 1:00 AM

# AGENDA ITEM

#8.f.

#### **ATTACHMENTS:**

Description Upload Date Speed Limit 8/5/2020



**AUSTIN OFFICE** 

11701 Stonehollow Drive, Suite 100

Austin, TX 78758

Phone: 512.821.2081 Fax: 512.821.2085

TBPE Firm Registration No. 812

#### **MEMORANDUM**

**DATE:** July 17, 2020 **TO:** City of Liberty Hill

FROM: Bethany James, P.E., Alliance Transportation Group, Inc.

RE: Loop 332 Speed Study

Alliance Transportation Group, Inc. (ATG) conducted an engineering and traffic investigation to provide the basis for establishing regulatory speed zones and limits along Loop 332 within the city of Liberty Hill, Texas.

#### **Project Details**

Loop 332 is a major collector roadway in the urban district of Liberty Hill, Texas. The Loop 332 corridor is approximately 2.0 miles and begins and ends at intersections with SH 29. Within the study area, Loop 332 is a two-lane roadway with an additional northbound through lane through the school speed zone in front of Liberty Hill Elementary School. Loop 332 varies in travel lane widths from approximately 23-feet to 28-feet with no shoulder on either side of the corridor. There is 10-foot street parking on both sides of the corridor through the downtown district that starts at the intersection with FM 279 and ends at the intersection with RM 1869.

Loop 332 provides access to the Liberty Hill Fire Department, Liberty Hill's downtown district, Liberty Hill Elementary School, and Liberty Hill Intermediate School as well as several residential neighborhoods. There is one stop-controlled intersection along the corridor located at the intersection of Loop 332 and RM 1869 and a railroad crossing approximately 500 feet east of Bell Street. The current posted speed limit is 30-mph. **Figure 1** shows the boundary limits of the corridor.



**Figure 1: Liberty Hill Speed Study Limits** 

#### **Speed Study Methodology**

The following information provides a summary of the technical analysis used for this Speed Study. The methodology is in accordance with the guidelines set forth by the Texas Department of Transportation (TxDOT) Procedures for Establishing Speed Zones<sup>(1)</sup>.

- Appropriate speed check station locations were identified along the corridor for data collection using historical speed study strip maps and TxDOT guidelines for speed check stattion locations.
- Based on the data collected, the 85<sup>th</sup> percentile speed for each speed check station was calculated.
- Crash data was collected along the corrdior using TxDOT's Crash Records Information System (C.R.I.S)<sup>(2)</sup>.
- Using the 85<sup>th</sup> percentile speed and taking into consideration existing conditions and crash data, speed and zone lengths were determined for the corridor.

#### Locations

In accordance with TxDOT guidelines, the location of speed check stations in urban areas are recommended to be at 0.25 miles intervals along the corridor and take into account the existing physical and traffic conditions. Speed data was collected between Tuesday and Thursday between 9:30 AM and 4:00 PM at five speed check stations in total - three speed check locations were provided by TxDOT in the 2003 Speed Zone Study of Loop 332 (Stations 1, 3, and 5) as well as two additional speed check stations identified by ATG (Stations 2 and 4) listed in **Table 1**.

**Table 1. Speed Check Station Locations** 

Check Station	Location	Distance from Previous Check Station (mi)
1	0.10 miles west of Carl Shipp Drive	The second section is a second second for the experience of the second s
2	0.11 miles east of CR 279	0.45
3	0.11 miles north of Hwy 1869	0.38
4	0.06 miles south of Barrington Drive	0.25
5	0.17 miles north of Barrington Drive	0.20

As shown in **Table 1**, speed check stations were generally selected to be 0.25 miles apart where speeds would not be influenced by curves, construction sites, stop control, or commercial driveways with relatively higher traffic density. A map of the speed check locations is provided in **Figure 2**.

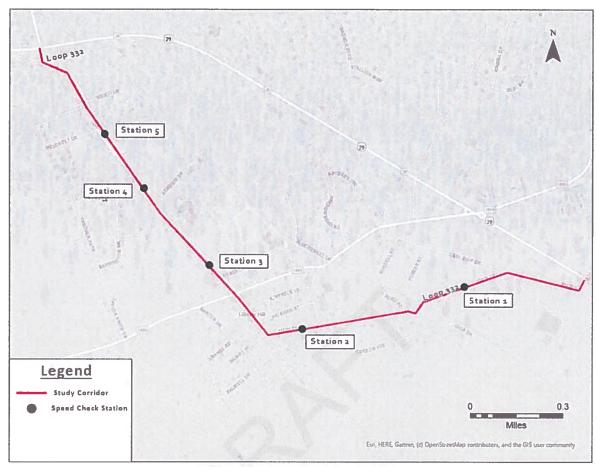


Figure 2: Speed Check Station Map

#### **Speed Data Analysis and Findings**

A summary of the data collected is provided in **Table 2**. The collected data were tabulated to calculate the 85<sup>th</sup> percentile speed. **Table 2** shows the average speed for each check station.

**Table 2. Recorded Speeds** 

Check Station	Direction	Total Number of Vehicles	Average Speed (mph)
1	Eastbound	125	35.4
1	Westbound	125	34.6
2	Eastbound	125	30.7
2	Westbound	125	30.1
3	Northbound	125	32.2
3	Southbound	125	30.1
4	Northbound	125	36.9
4	Southbound	125	34.9
_	Northbound	125	34.6
5	Southbound	125	32.4

As shown in **Table 2**, average speeds are typically higher in the direction leaving the downtown district than heading towards.

#### 85<sup>th</sup> Percentile Speeds

To determine the posted speed limit appropriate for Loop 332, the 85<sup>th</sup> percentile speed is used and is based on the theory that:

- the majority of drivers:
  - o are reasonable and prudent
  - o do not want to have a crash
  - o desire to reach their destination in the shortest possible time
- a speed at or below which 85 percent of people drive at any given location under good weather and visibility conditions may be considered as the maximum safe speed for that location

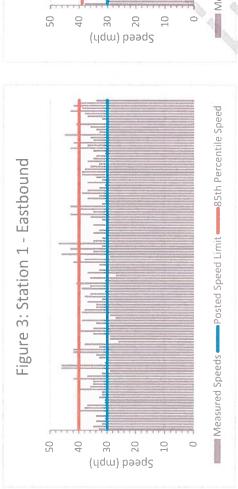
Table 3 lists the 85<sup>th</sup> percentile speed for each of the speed check stations.

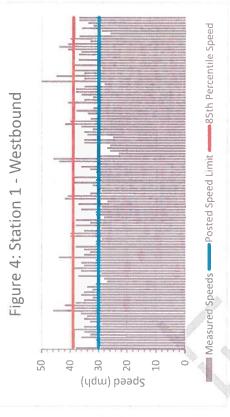
**Table 1. Calculated 85<sup>th</sup> Percentile Speeds** 

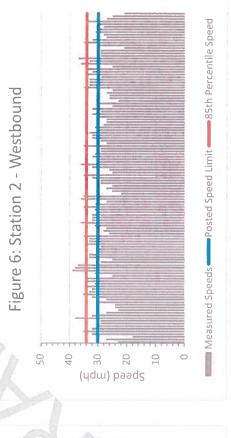
Check Station	Direction	85 <sup>th</sup> Percentile Speed (mph)
1	Eastbound	40
1	Westbound	39
2	Eastbound	34
2	Westbound	34
3	Northbound	37
3	Southbound	35
4	Northbound	43
4	Southbound	41
5	Northbound	39
	Southbound	37

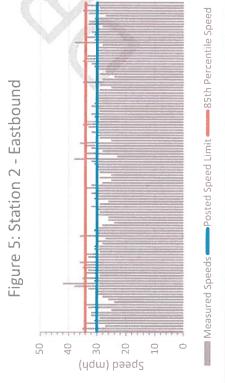
As shown in **Table 3**, the 85<sup>th</sup> percentile speed for each station is currently above the posted speed limit of 30-mph. **Figure 3** through **Figure 12** show the speeds collected and the 85<sup>th</sup> percentile speed at each Speed Check Station location.

July 17, 2020 RE: Loop 332 Speed Study



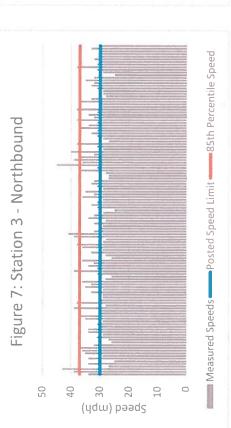


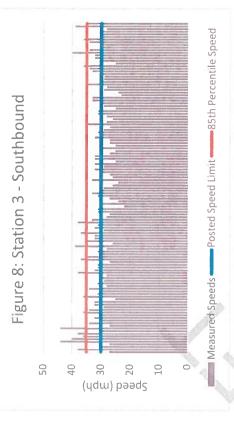


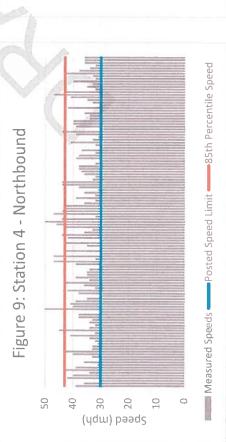


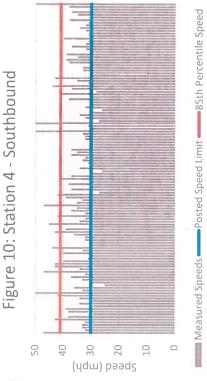
6 | Page

July 17, 2020 RE: Loop 332 Speed Study

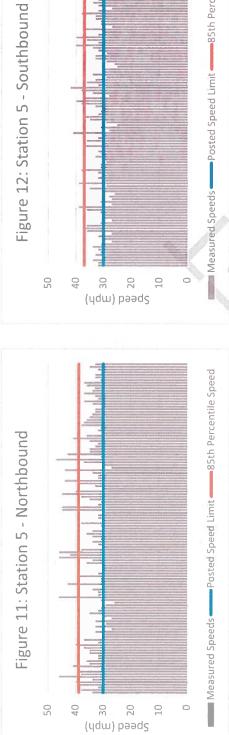


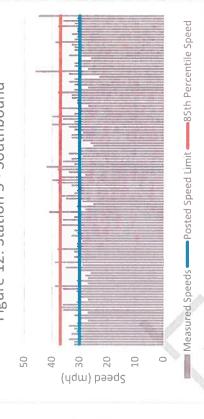






July 17, 2020 RE: Loop 332 Speed Study





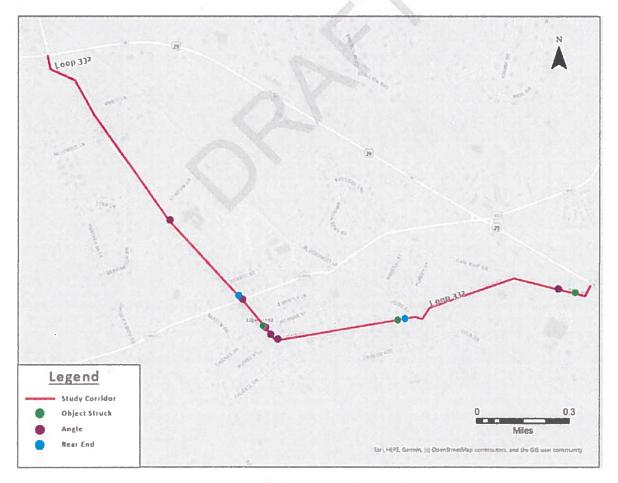
#### **Crash Summary**

A summary of crashes recorded from 2018 to 2020 is provided in Table 4.

**Table 4: Crash Data Summary** 

Year	Manner of Collision	Number of Incidents
2018	Object Struck	2
2018	Angle	3
2018	Rear End	1
2019	Angle	3
2019	Rear End	1
2020	Angle	1
2020	Object Struck	1

As shown in **Table 4**, a total of twelve crashes have been reported between 2018-2020. Approximately 60% of the total crashes were reported as angled crashes while the remaining 40% accounted for single motor vehicle accidents (object struck) and rear ends. **Figure 13** shows the location of the reported crashes.



**Figure 13: Reported Crash Locations** 

#### Recommendations

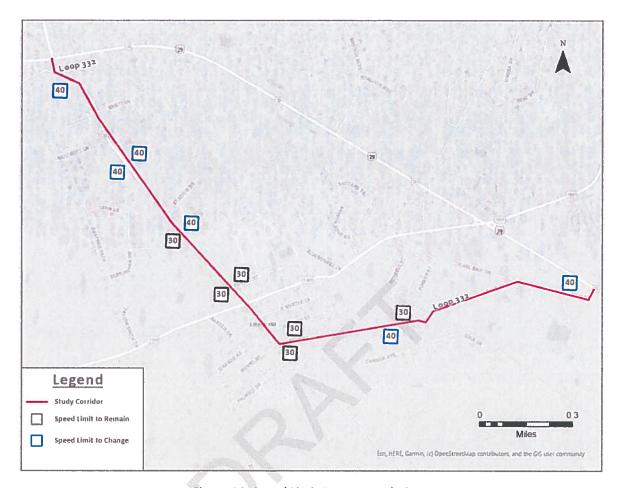
**Table 5** shows the recommended posted speed limits through the corridor based on the measured 85<sup>th</sup> percentile speeds and crash data.

**Table 5. Recommended Speed Limits** 

Check Station	Direction	Recommended Speed Limit (mph)
4	Eastbound	40
1	Westbound	40
2	Eastbound	30
2	Westbound	30
2	Northbound	30
3	Southbound	30
4	Northbound	40
4	Southbound	40
_	Northbound	40
5	Southbound	40

As shown in **Table 5**, 40 mph is recommended traveling through Speed Check Stations 1, 4 and 5 while 30 mph is recommended traveling through Stations 2 and 3.

Because the current posted speed limit is 30 mph along the entire 2.0-mile corridor several of the existing speed limit signs should be updated; however, moving the locations of the speed signs is not recommended at this time. **Figure 14** shows the location of the existing speed limit signs and which speed limit signs are recommended to be updated to accommodate the recommendations shown in **Table 5**.



**Figure 14: Speed Limit Recommendations** 

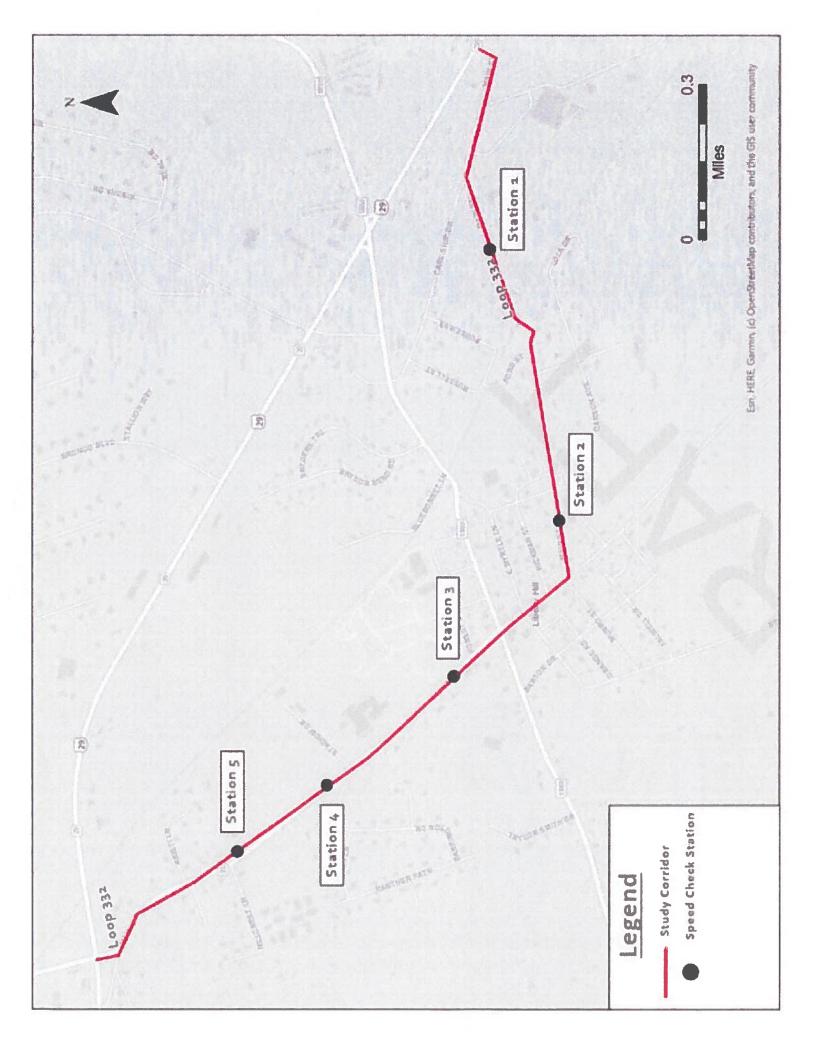
As shown in **Figure 14**, six of the existing speed limit signs located near the downtown area are recommended to remain at a posted speed limit of 30 mph. It is recommended the speed limit transition from 30 mph to 40 mph at the southern boundary of the school speed zone and west of the railroad crossing.

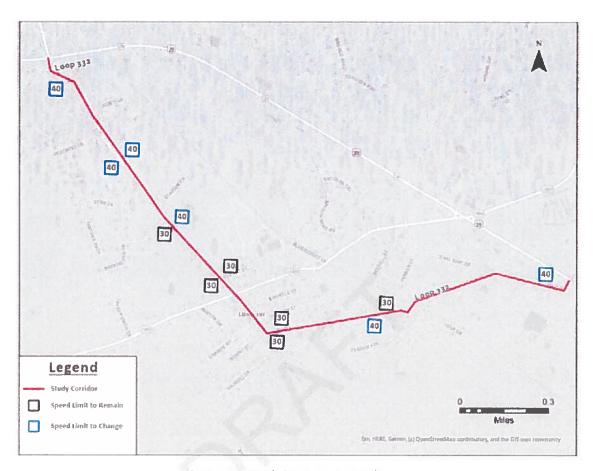
Though the 85<sup>th</sup> percentile speed is estimated to be higher between RM 1869 and the Liberty Hill Elementary School driveways than the downtown district, a number of residential driveways have direct access to Loop 332 in this area, making a 30 mph speed limit appropriate to maintain safe access to the corridor. Additionally, all school zone speed limits are recommended to remain their current posted speeds at this time.

#### References

- 1) Procedures for Establishing Speed Zones, Texas Department of Transportation, Austin, Texas, 2015.
- 2) Crash Records Information System, Texas Department of Transportation, Austin, Texas, 2020. Retrieved from https://cris.dot.state.tx.us/public/Query/app/welcome







**Figure 14: Speed Limit Recommendations** 

As shown in **Figure 14**, six of the existing speed limit signs located near the downtown area are recommended to remain at a posted speed limit of 30 mph. It is recommended the speed limit transition from 30 mph to 40 mph at the southern boundary of the school speed zone and west of the railroad crossing.

Though the 85<sup>th</sup> percentile speed is estimated to be higher between RM 1869 and the Liberty Hill Elementary School driveways than the downtown district, a number of residential driveways have direct access to Loop 332 in this area, making a 30 mph speed limit appropriate to maintain safe access to the corridor. Additionally, all school zone speed limits are recommended to remain their current posted speeds at this time.

# Recommendations

Table 5 shows the recommended posted speed limits through the corridor based on the meas percentile speeds and crash data.

Table 5. Recommended Speed Limits

Check Station	Direction	Recommended Speed Limit (mph)
	Eastbound	40
-	Westbound	40
r	Eastbound	30
7	Westbound	30
r	Northbound	30
n	Southbound	30
<	Northbound	40
4	Southbound	40
L	Northbound	40
n	Southbound	40

As shown in Table 5, 40 mph is recommended traveling through Speed Check Stations 1, 4 and 30 mph is recommended traveling through Stations 2 and 3.

recommended at this time. Figure 14 shows the location of the existing speed limit signs and v speed limit signs are recommended to be updated to accommodate the recommendations she existing speed limit signs should be updated; however, moving the locations of the speed sign Because the current posted speed limit is 30 mph along the entire 2.0-mile corridor several of Table 5.

#### CITY COUNCIL - REGULAR MEETING Monday - August 10, 2020 - 1:00 AM

## **AGENDA ITEM**

#8.g.

#### **ATTACHMENTS:**

**Description**Master Drainage Plan n

Upload Date 8/6/2020

# City of Liberty Hill Drainage Master Plan Refinement

The items below list the suggested scoping items, benefit of the suggestions, and assumptions used to estimate potential budgets for the Drainage Master Plan (DMP) Refinement. The prior DMP was a high-level assessment of risk and potential mitigation solutions. This proposal will build upon that study to advance drainage planning and regulation within the City.

- 1. **Flood Risk Refinement**: Develop models and localized floodplains for use in regulating local (non-FEMA) floodplains. These models enable consistent floodplain management and provide efficiency for development in the City. The prior DMP utilized ICM to identify flood risk based on 2008 LiDAR (ground topography).
  - a. Develop HEC-HMS hydrologic model for 8 basins that drain the City. Compute runoff flow using Atlas 14 rainfall and current land use conditions.
  - b. Develop HEC-RAS hydraulic models for the 6 riverine systems identified in the prior DMP using 2017 LiDAR and updated flows.
  - Refine the ICM hydraulic models for 3 localized systems identified in the prior DMP using 2017 LiDAR and updated flows.
- 2. **Conceptual Drainage CIP Refinement**: Refine the proposed mitigation solutions from the prior DMP using updated flood risk models and mitigation objectives to reduce detention solutions across the City.
  - a. Simulate 10 flood risk areas using updated modeling and refined mitigation solutions. These risk areas will group the prior DMP's 18 projects into 4 local risk areas and 6 riverine risk areas.
  - b. Develop updated estimates of probable costs and prioritize drainage CIP projects.
- 3. **Drainage Maintenance**: Conduct field reconnaissance and recommendation of the location, frequency, and process for debris management along channels and stormwater infrastructure with the objective of minimizing flood risk.
  - a. Conduct field reconnaissance and coordinate with the City to determine anticipated staff/crews and equipment necessary to maintain and manage channels and stormwater infrastructure in the City.
  - b. Develop a maintenance plan and recommended maintenance process.
- 4. **Drainage Utility Rate Study**: Conduct a rate study for a potential drainage utility fee to fund drainage and maintenance projects across the City.
  - a. Utilize drainage CIP projects and drainage maintenance needs produced in previous tasks to develop a cost of service budget model.
- Drainage Criteria Recommendations: Advance the regulatory recommendations from the prior DMP and coordinate potential additional recommendations to improve flood resilience while balancing development pressure in the City.

#### Estimated Budget and Timeline for Fiscal Planning

It should be noted that this brief scope and basic budget will likely require refinement by the selected consultant. Given the breakdown below, a budget between \$250,000 and \$300,000 is recommended for the drainage master plan refinement. The proposed tasks can be completed within a 12-month timeframe.

Proposed Task	Estimated Budget
Flood Risk Refinement	\$85,000
Conceptual Drainage CIP Refinement	\$120,000
Drainage Maintenance	\$15,000
Drainage Utility Rate Study	\$25,000
Drainage Criteria Recommendations	\$20,000
TOTAL	\$265,000

#### CITY COUNCIL - REGULAR MEETING Monday - August 10, 2020 - 1:00 AM

## **AGENDA ITEM**

#8.h.

#### **ATTACHMENTS:**

Description Upload Date UDC 8/6/2020

# APPENDIX A UNIFIED DEVELOPMENT CODE

#### 1.00 General Provisions

#### 1.01 Purposes and Intent

The purpose of the Unified Development Code (UDC or Code) is to promote the public health, safety, general welfare and quality of life of the present and future citizens of the City of Liberty Hill.

#### 1.02 Consistency with Comprehensive Plan

The City of Liberty Hill's Comprehensive Plan, as adopted and as amended and periodically updated, is the policy guide for the development of the Unified Development Code. The following General Land Use Policies from the Comprehensive Plan have been used in the development of this Code in order to ensure that land development within the City of Liberty Hill jurisdictional area is in accordance with the City of Liberty Hill Comprehensive Plan:

#### 1.02.01 Manage Growth that is compatible with the Vision of Liberty Hill

- A. New developments must be compatible with existing development and community character.
- B. New development must maintain small town character, look and feel of community.
- C. Priority Growth Areas should be recognized and planned for by developing an infrastructure plan to encourage development in specific areas of the community.
- D. New development must occur in a fiscally responsible manner for the City.
- E. The City should encourage desirable development and construct infrastructure in the following Priority Growth Areas:
- F. Downtown
- G. Highway 29
- H. Highway 183

#### 1.02.02 Protect the environment

- A. Preserve and protect waterways and floodplains.
- B. Preserve and protect surface and groundwater resources and hydrologically-active areas.
- C. Cooperate with area governmental entities to ensure water quantity.
- D. Preserve and protect air quality.
- E. Promote and incentivize water conservation practices.
- F. Promote awareness and implementation of Best Management Practices (BMPs) for purposes of water quality and land conservation.

#### 1.02.03 Design of Buildings should be compatible with existing buildings and Vision for Liberty Hill

- A. Architectural control is important, within reason, and should encourage growth by giving protection to investors who are considering investing in commercial development in Liberty Hill.
- B. Regulations on commercial development should be intelligently crafted, so as to encourage economic development by providing predictability, continuity, and protection for investments that would be enhanced by orderly and attractive growth.

#### 1.02.04 Signage should not deter from the beauty of the City

- A. Do not allow new off-premises signs.
- B. On-premises signs should have size and height restrictions, and signs in the "downtown" should be regulated differently from the signs on Hwy 29 and Hwy 183 in order to preserve the "small town"/"quaint village" concept of the "old town" area.

- 1.02.05 Promote Clean Industrial Development in Appropriate Locations
- 1.02.06 Promote and Appropriate Levels and Location of Multifamily Housing Development
- 1.02.07 Effectively Manage Manufactured Housing Development
- 1.02.08 Preserve and protect Liberty Hill's rich heritage.
- A. Preserve and enhance historic areas throughout the City[.]
- B. Preserve the community character (e.g., residential street setbacks and layouts)[.]
- C. Preserve significant archaeological sites throughout Liberty Hill.
- D. Downtown development should be clean, under any scenario.
- E. Develop incentives for improving and maintaining historic structures.
- F. Designate a Downtown District.
- G. Develop Compatibility Standards.
- H. Develop a Downtown District Sign Ordinance.

#### 1.03 Authority

<u>Chapter 2</u> sets forth the specific responsibilities and authority for each administrative official and review entity as it relates to the implementation of this Code. Chapters 211 and 212 of the Texas Local Government Code together with the general police powers of municipalities empower the City to adopt this Unified Development Code.

#### 1.04 Jurisdiction

#### 1.04.01 Within City Limits and Extraterritorial Jurisdiction (ETJ)

Williamson County shall be the primary platting authority in the City's ETJ, until such time as the City of Liberty Hill and Williamson County enter into an interlocal agreement which stipulates the division of review authority. Further information about how procedures and regulations of this Code apply to the extraterritorial jurisdiction is found in <a href="Chapter 3">Chapter 3</a>.

#### 1.04.02 Within City Limits

The City of Liberty Hill has the statutory authority to exercise a broad range of powers within its city limits. Pursuant to such authority, all chapters and sections of the UDC shall apply to all areas within the city limits of Liberty Hill. All structures, land uses constructed or commenced after the effective date of the UDC and all enlargements of, additions to, changes in and relocations of existing structures and uses occurring after the effective date of the UDC are therefore subject thereto.

#### 1.05 Applicability

#### 1.05.01 Future Development

This Code shall apply to all matters pertaining to the use and development of land within the jurisdiction described in Section 1.04 above. The Code applies to all public buildings and private land(s), and use(s) thereon, over which the City has jurisdiction under the constitution(s) and law(s) of the State of Texas and of the United States.

#### 1.05.02 Existing Development

Hereafter, no building or structure shall be erected, demolished, remodeled, reconstructed, altered, enlarged, or relocated in the City of Liberty Hill except in compliance with the provisions of this Code; and then only after securing all required permits and licenses. Any building, structure, or use lawfully existing at the time of passage of this Code, although not in compliance therewith, may be maintained as provided in <a href="Chapter 4">Chapter 4</a>, Zoning, <a href="Section 4.14">Section 4.14</a>, Nonconforming Uses.

#### 1.06 Minimum Requirements

The provisions of this Code shall be interpreted and applied as the minimum requirements for the promotion of public health, safety, and general welfare.

Whenever the requirements of this Code are in conflict with the requirements of any other lawfully adopted rules, regulations, or ordinances, the requirement that is most restrictive or that imposes higher standards as determined by the City Council will apply.

The issuance of any permit, certificate or approval in accordance with the standards and requirements of this Code shall not relieve the recipient of such permit, certificate or approval from the responsibility of complying with all other applicable requirements of any other municipality, special district, state or federal agency having jurisdiction over the structures or land uses for which the permit, certificate or approval was issued.

#### 1.07 Effective Date

This Code shall become effective and be in full force and effect immediately following its passage and approval by the City Council, as duly attested by the Mayor and City Secretary.

#### 1.08 Severability

If any section or part of this Code is held by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Code but shall be confined in its operation to the specific sections of this Code that are held unconstitutional or invalid. The invalidity of any section of this Code in any one or more instances shall not affect or prejudice in any way the validity of this Code in any other instance.

#### 1.09 Projects in Transition

The purpose of this section is to provide guidance to those development projects that have received some form of municipal approval prior to the date of enactment of this Code. More detailed information regarding Vested Rights and Nonconforming uses can be found in Chapter 4.

#### 1.09.01 Projects in Construction

- A. <u>Building Permits</u> Nothing in this Code shall require any change in plans, construction, size or designated use of any building, structure or part thereof that has been granted a building permit prior to the effective date of this Code, or any amendment to this Code, provided construction shall begin consistent with the terms and conditions of the building permit and proceed to completion in a timely manner.
- B. <u>Approved Site Plans</u> Nothing in this Code shall require a change in site plan approved prior to the effective date of this Code, provided a building permit is issued prior to expiration of the site plan, and construction begins consistent with the terms and conditions of the building permit and proceeds to completion in a timely manner.
- C. <u>Violations Continue</u> Any violation of the previous zoning and sign ordinances or subdivision and site development regulations of the City shall continue to be a violation under this Code and shall be subject to penalties and enforcement under Chapter 6 [7], Enforcement, unless the use, development, construction or other activity is consistent with the express terms of this Code, in which case enforcement action shall cease, except to the extent of collecting penalties for violations that occurred prior to the effective date of this Code.

#### 1.09.02 Expiration of Plats

Any minor plat, replat, amending plat, preliminary plat, or final plat approved pursuant to Subdivision Regulations in effect prior to the date of enactment of this Code that is dormant according to the provisions of Texas LGC §245.005 will expire within three years of the adoption of this Code.

#### 1.10 Annual Updates or Amendments

The purpose of this section is to provide guidance for annual updates to the Code in order to modify procedures and standards for workability and administrative efficiency, eliminate unnecessary development costs, and to update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design.

In the sixty (60) day period prior to September 1st of each year, any person may provide a request for amendment to the Code to the City Secretary. The request for amendment shall be labeled an "Annual Update Request" and shall include a summary of the proposed changes, the reason for the proposed changes, and suggested text amendments. Annual Update Requests shall serve a legitimate purpose.

The City Secretary shall receive the proposed amendments within the sixty (60) days preceding September 1st and shall refer the proposed amendments to the Planning and Zoning Commission by October 1st of each year.

The Planning and Zoning Commission may conduct workshops to informally discuss the Annual Update Requests with interested neighborhoods, developers, homebuilders, design professionals, and other stakeholders in the development process.

The Planning and Zoning Commission shall refer the Annual Update Requests to the City Council with recommendations for amendments to the Code by December 1st of each year.

#### 1.11 Violations

See Chapter 7, Enforcement.

#### 1.12 Validity

The issuance or granting of a permit or approval of plans or plats, site or facility designs, or specifications shall not be construed to be a permit for, or an approval of, any violation of any provision of this Code or any other City ordinance. No permit purporting to give authority to violate or cancel the provisions of this Code shall be valid, except insofar as the work or use that it authorizes is lawful and conforms to the requirements of this Code or a variance or modification granted pursuant to this Code.

#### 2.00 Review Authority and Procedures

### 2.01 General2.01.01 Purpose

The purpose of this Chapter is to establish the responsibilities and structure for administering and enforcing this Code, including the reviewing authority and minimum review procedures that will be followed by each reviewing authority. Chapter 3 provides supplemental information to the review procedures described in Chapter 2.

#### 2.01.02 Conformity with Development Regulations

All City officials and employees with the responsibility or authority to issue a permit, certificate or license are prohibited from issuing a permit or license for any use, building, or purpose that conflicts with any provision of this Code. Any permit, certificate or license issued in conflict with the provisions of this Code is null and void.

#### 2.02 Responsibility of Property Owner and/or Applicant

It is the responsibility of an applicant to provide accurate and complete information and plans to comply with the requirements of this Code and all applicable laws and regulations. The City of Liberty Hill is not responsible for the accuracy of information or plans provided to the City for its review or approval.

The City or its representatives may inspect any development activity to enforce the provisions of this Code. By submitting an application to the City, the applicant consents to entry upon the site by the City or its representatives during regular business hours for the purpose of making reasonable inspection to verify information provided by the applicant and to verify that work is being performed in accordance with the approved plans and permits and the requirements of this Unified Development Code.

The use of the following terms in this Code refers to the person, entity, or agent thereof who may apply for an approval or a permit or another decision of the City under this Code. All such terms shall be considered interchangeable. The terms include the following: owner, owner's agent, landowner, property owner, applicant, developer, and subdivider.

#### 2.03 Administrative Officials and Review Entities

#### 2.03.01 City Administrator

The administrative official for the purposes of this Chapter shall be the City Administrator and his assistants, deputies, and department heads insofar as they may be charged by the City Administrator and the provisions of this chapter with duties and responsibilities referenced in this Chapter and Chapter 3. The City Administrator or his designee shall ordinarily administer and enforce the provisions of this Code. The City Administrator shall serve as staff to the Planning and Zoning Commission, Board of Adjustments (BOA), Parks and Recreation Board, and the City Council except where otherwise provided by this Chapter.

#### 2.03.02 City Administrator Powers and Duties

The City Administrator has the following powers to make final action and review and reporting duties regarding this Code:

- A. The City Administrator is responsible for taking final action on the following procedures described in this Code and according to the specific criteria for each procedure as described in the Code.
- Letter of Zoning Compliance
- 2. Subdivision Plat Compliance
- 3. Master Sign Plan
- 4. Temporary Use Permit
- 5. Administrative Plat Review

- 6. Minor Plat, Final Plat or Amending Plat. (If the City Administrator does not approve such a plat, the plat must automatically be forwarded to the Planning and Zoning Commission under the Subdivision Plat Review procedure.)
- B. The City Administrator will review and make either a report or recommendation to the BOA, Planning and Zoning Commission, Parks and Recreation Board, or City Council, as required pursuant to the Code, on the following procedures:
- 1. Preliminary Plat Review
- 2. Site Development Permit
- Conditional Use Permit
- 4. Planned Unit Development
- 5. Comprehensive Plan Amendment
- 6. Zoning Map Amendment (Rezoning)
- 7. Unified Development Code Text Amendment
- C. The City Administrator shall have the following additional duties:
- 1. To comply with any other duty or responsibility clearly assigned to the City Administrator elsewhere in this Code:
- 2. To enforce all provisions of this Code;
- 3. To meet with potential applicants in preapplication conferences as described in this Code;
- 4. To act and serve as staff for each review body designated by this Code; and
- 5. To render advice and guidance, upon reasonable request of any property owner, or its agent, or occupant, on development or new construction or the restoration, alteration or maintenance of any building within the City.
- D. The City Administrator shall comply with any specific procedures described in this Code.
- E. The City Administrator may develop administrative rules or additional procedures to clarify implementation of this Code, provided that such rules or procedures are approved by the City Council prior to their implementation or enforcement, and provided further that additional procedures do not violate any other provisions of this Code.
- F. The City Administrator will develop an Administrative Procedures Manual for application requirements for all procedures described within or developed pursuant to this Code. Such requirements must be sufficient to permit the Administrator to effectively review the application and for the final approving authority to render an informed decision.
- G. Application requirements must be consistent with state law.
- H. The City Administrator may waive application requirements when appropriate, but may not require additional submission requirements after an application has been determined to be complete.
- I. <u>Interpretation of the Code</u>. Whenever there appears to be an uncertainty, vagueness, or conflict in the terms of the Code, the City Administrator, in consultation with the staff, city engineer, or city attorney, as may be appropriate, shall make every effort to interpret the Code in such a way that it fulfills the goals of the Comprehensive Plan and the UDC. The interpretation given by the Manager shall be final unless an appeal is made by the applicant to the City Council or Board of Adjustment to review and overturn his decision. In such a case the burden shall be on the applicant to prove that the Administrator's interpretation is unreasonable and in clear conflict with the governing law and the goals of the Comprehensive Plan.

#### 2.03.03 City Engineer

- A. The City Council will appoint a City Engineer to function as described in this Code. The City Engineer must be a registered professional engineer, licensed by the State of Texas and competent in the design and review of land development and urban public works.
- B. The City Engineer is responsible for review and final action on the following plans described in this Code, subject to the specific criteria for the procedure as described in the Code:

- 1. Approval of Master Drainage Plans
- Approval of Street and Drainage Plans
- 3. Approval of Water Distribution Plans
- 4. Approval of Wastewater Plans
- 5. Approval of Electric, Telephone and Telecommunications Plans
- 6. Approval of Water Quality Controls
- C. The City Engineer will review and make either a report or recommendation to the City Administrator, Planning and Zoning Commission or City Council on the following procedures, subject to the terms and conditions set forth for such procedures in this Code:
- 1. Preliminary and Final Plat Review
- 2. Site Plan Review
- D. The City Engineer shall comply with any specific procedures or technical criteria described in this Code.
- E. The City Engineer may develop and implement additional procedures or technical criteria to clarify implementation of this Code, provided that such procedures or criteria are approved by the City Administrator prior to their implementation and enforcement, and provided further that the additional procedures do not violate any other provisions of this Code.

#### 2.03.04 Parks and Recreation Board

- A. The regulations and restrictions of the Parks and Recreation Board for the City of Liberty Hill will be pursuant to the provisions of applicable statutory requirements of the State of Texas and of the enabling ordinance establishing the Parks and Recreation Board.
- B. The Parks and Recreation Board shall be an advisory body to the Planning and Zoning Commission and City Council on policies, programs, public and private parks within new developments in Liberty Hill's jurisdictional area, and park and recreation facilities that serve the citizens of Liberty Hill.
- C. The Parks and Recreation Board will be constituted and conduct all activities in accordance with this Code and all other applicable codes, and any adopted Bylaws. The proposed bylaws shall be submitted to the City Council for review approval before the Parks and Recreation Board becomes effective.
- D. The Parks and Recreation Board review process will be required for any permit or application that requires final action from the Parks and Recreation Board, as described in this Code. The Parks and Recreation Board shall be responsible for hearing and making recommendations to the Planning and Zoning Commission and City Council on the following:

Parks and Recreation Improvements and Amenities included with Park Land Dedications

- E. The Parks and Recreation Board serves as an Advisory group to the Planning and Zoning Commission and City Council.
- F. The Parks and Recreation Board will review the application or park-related project or policy, the Manager's report, and make recommendations to the Planning and Zoning Commission and City Council based on the Parks and Recreation Plan set forth in the Comprehensive Plan, or other subsequent plans that are developed related to parks and recreation.

#### 2.03.05 Board of Adjustment (BOA or Board)

- A. The regulations and restrictions of the Board of Adjustment (BOA) for the City of Liberty Hill will be pursuant to the provisions of applicable statutory requirements of the State of Texas. No BOA action may govern if in conflict with specific provisions of this Code.
- B. The BOA has the powers and duties of a BOA in accordance with the Texas Local Government Code §211.008. The BOA's jurisdiction extends to and includes the following final actions:
- 1. Appeal of an Administrative Decision
- 2. Administrative Exception
- C. The BOA will be constituted and conduct all activities in accordance with the Code and all other

applicable Codes, and any adopted Bylaws. The City Council of the City of Liberty Hill will act as the BOA until such time as a separate BOA has been created.

- D. The BOA review process will be required for any permit or application that requires final action from the BOA, as described in this Code.
- E. Initiation of a BOA process may be made upon:
- 1. Application by the property owner of the affected property or its authorized agent.
- 2. An administrative exception may only be requested by the City Administrator.
- 3. Appeal of an administrative decision may be initiated by any person aggrieved by the administrative decision, in compliance with §211.010 of the Texas Local Government Code.
- F. Applications must be made in a format consistent with requirements determined by the City Administrator. Applications must include all materials determined necessary by the City Administrator. Information regarding format requirements and submittal materials required for the application will be made available by the City Administrator in advance of any application.
- G. Appeal of an administrative decision must be made to the BOA in a format acceptable to the BOA.
- H. Upon submission of an application, the City Administrator will determine whether the application is complete, as described in <a href="Chapter 3">Chapter 3</a>.
- I. Appeals of administrative decisions will be forwarded to the BOA regardless of completeness. The BOA will determine whether the appeal is complete.
- J. Once a procedure has been initiated and the application deemed complete, the City Administrator will review the application, considering any applicable criteria for approval and prepare a report to the BOA.
- K. The City Administrator may establish procedures for administrative review necessary to ensure compliance with this Code and state law.
- L. The City Administrator may assign staff to review the application and provide a preliminary report to the Manager.
- M. The City Administrator's report may include a recommendation for final action.
- N. The BOA will review the application, the City Administrator's report, conduct a hearing in accordance with the BOA's established procedures and state law, and take final action on the application. In accordance with Texas Local Government Code 211.009, the concurring vote of 75 percent of the members of the board is necessary to:
- 1. reverse an order, requirement, decision or determination of an administrative official[,]
- 2. decide in favor of an applicant on a matter on which the board is required to pass under a zoning requirement (Chapter 4 of this Code), or
- 3. authorize a variation from the terms of the zoning ordinance (Chapter 4) of this Code.
- O. The application must be complete and the information contained within the application must be sufficient and correct enough to allow adequate review and final action.
- P. Specific criteria for considering Administrative Exceptions are provided in Chapter 3.
- Q. Specific procedures and criteria for considering appeals of administrative decisions are provided in Chapter 3.
- R. A person aggrieved by a final action on a BOA procedure may appeal to a competent court of record within ten (10) days of the final action (see Texas Local Government Code, SS §211.011). Failure to appeal within ten (10) days shall cause the final action to be contractually agreed to and the action will become final and unappealable. The action will be abated upon request of either party for mediation if appealed within 10 days.
- S. Prior to filing an appeal with a competent court of record, any party to an appeal may request that alternative resolution of the dispute be attempted.

#### 2.03.06 Planning and Zoning Commission

A. The regulations and restrictions of the Planning and Zoning Commission for the City of Liberty Hill

will be pursuant to the provisions of applicable statutory requirements of the State of Texas. No requirement or the procedure of the Planning and Zoning Commission action may govern if it is in conflict with specific provisions of this Code.

- B. The Planning and Zoning Commission has the powers and duties of a Planning and Zoning Commission in accordance with Texas Local Government Code §211.007 and §371.042, provided, however, that it serve only in an advisory capacity to City Council. The Planning and Zoning Commission's authority extends to and includes review and recommendation of the following:
- 1. Preliminary Plat
- 2. Conditional Use Permit
- 3. Overlay District Designation
- 4. Planned Unit Development
- 5. Comprehensive Plan Amendment
- 6. Zoning Map Amendment (Rezoning)
- 7. Variance to a zoning decision.
- 8. Unified Development Code Text Amendment
- C. The Planning and Zoning Commission will be formed and conduct all activities in accordance with this Code and other applicable City code requirements, the ordinance creating the Commission and any adopted Bylaws.
- D. The Planning and Zoning Commission review process will be required for any permit or application that requires review and recommendations from the Planning and Zoning Commission, as described in this Code.
- E. Initiation of a Planning and Zoning Commission process may be made upon application by the property owner of the affected property or its authorized agent.
- F. Application must be made in a format consistent with requirements determined by the City Administrator. Applications must include all materials determined necessary by the City Administrator. Information regarding the format requirements and submittal materials required for the application will be made available by the Manager in advance of any application.
- G. The Planning and Zoning Commission will serve as an Advisory Body to the City Council. The Planning and Zoning Commission will have no authority for final action.
- H. A preliminary or final plat, Conditional Use permit, zoning map amendment, or variance request will not be recommended for approval until the application is complete and the information contained within the application is sufficient and correct so as to allow adequate review and a decision on a recommendation by the appropriate review authority.
- I. No plat shall be recommended without a determination that the plat conforms to the following:
- 1. The requirements of this Code and any applicable state law.
- 2. The City's Comprehensive Plan and any other adopted plans as they relate to:
- i. The City's current and future streets, sidewalks, alleys, parks, playgrounds, and public utility facilities; and
- ii. The extension of the City or the extension, improvement, or widening of its roads, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities.
- iii. Any subdivision design and improvement standards adopted by the City pursuant to Texas Local Government Code §212.002 or Texas Local Government Code §212.044, governing plats and subdivision of land within the City's jurisdiction to promote the health, safety, morals, or general welfare of the City and the safe, orderly, and healthful development of the City.
- iv. The tract of land subject to the application is adequately served by public improvements and infrastructure, or will be adequately served upon completion of required improvements.
- J. Until the Commission has been given final action authority by the City Council, appeals shall be made to City Council.

### 2.03.07 City Council (Council)

The regulations and restrictions of the City Council for the City of Liberty Hill will be pursuant to the provisions of applicable statutory requirements of the State of Texas. The City Council (Council) has the following powers and duties:

- A. The City Council is responsible for appointing and removing any members of the Planning and Zoning Commission, BOA, and Parks and Recreation Board. Appointments will be made on the recommendation of the Mayor and a vote of approval by the City Council.
- B. The City Council has responsibility for hearing and taking final action on the following procedures described in this Code.
- Preliminary Plat
- 2. Variance Request
- 3. Plat Amendments
- 4. Site Development Permit
- Conditional Use Permit
- 6. Dedication of land and community facilities
- 7. Overlay District Designation
- 8. Planned Unit Development
- 9. Comprehensive Plan Amendment
- 10. Zoning Map Amendment (Rezoning)
- 11. Unified Development Code Text Amendment
- C. Any other specific procedure or legislative action that requires City Council action as specified in this Code, or required by state or federal law.
- D. The City Council membership and bylaws have been established by Texas Local Government Code.
- E. Procedures for City Council review and action will be developed and adopted by the Council when appropriate.
- F. The City Council shall serve as the final action authority for all development-related applications listed in Section 2.03.07(B) above, and as indicated throughout this Code.

#### 3.00 Applications and Permits

#### 3.01 Purpose and Intent

The purpose of this Chapter is to establish application procedures, internal review procedures, public notice and hearing procedures, and review criteria for the processing of applications and actions that affect the development and use of property subject to the jurisdiction of the City of Liberty Hill.

## 3.02 Application and Permit Clarification

## 3.02.01 Types of Applications and Permits

Application and permit types can be categorized as (A) Policy- and Legislative-Related Applications and Permits, (B) Subdivision-Related Applications and Permits, or (C) Development-Related Applications and Permits. Review authorities for applicable development applications and permits are described in Table 3-1, below. The Administrative Procedures Manual (developed by the City Administrator) establishes timelines for review and applicable fees. Certain procedures apply inside city limits that do not apply in the ETJ. Table 3-1 also provides guidelines for the procedures that apply in the city limits or ETJ.

A. <u>Policy- and Legislative-Related Applications and Permits</u>. Approval of applications for development is based (among other bases for consideration described in this Code) upon the proposed development's conformance with existing policies (including the Comprehensive Plan, Zoning Map, and Code). In cases where a proposed development is not in accordance with these policies changes to policies must be made by the appropriate review entity (either the City Council or Board of Adjustment for Policy- and Legislative-related applications and permits before any subdivision or development not in accordance

with existing policies may proceed). Includes: Comprehensive Plan Amendment, Planned Unit Development, Conditional Use Permit, Zoning Map Amendment, Code Text Amendment procedures, and certain Variances.

- B. <u>Subdivision-Related Applications and Permits</u>. Subdivision-related procedures are necessary to establish how individual lots or projects may be developed. These procedures are used to establish what is commonly referred to as a "legal lot" on which development may occur. Subdivision activities and projects must be in compliance with this Code as well as the current (at the time of plat application) version of the Williamson County Subdivision Regulations. Should there be a conflict between the Code and the Williamson County Subdivision Regulations, the more stringent criteria will apply: Includes: Comprehensive Plan Consistency Review, Minor Plat, Amending Plat, Replat, Preliminary Plat, Construction Plan, and Final Plat.
- C. <u>Development-Related Applications and Permits</u>. Development in the City must occur in compliance with all regulations of this Code. In addition, land must be appropriately subdivided and platted before any development project may occur. Includes: Zoning Verification Letter, Legal Lot Verification Letter, Written Interpretation, Master Sign Plan, Administrative Decision, Temporary Use Permit, Administrative Exception, Site Development Permit, Stormwater Permit, Certificate of Design Compliance, Appeal of an Administrative Decision, Variance, and Building Permit (sign only) procedures.

**Table 3-1: Applications and Permits** 

Development in City Limits	Development in ETJ	City Cou ncil	Planni ng and Zoning Comm ission	Boar d of Adju stme nt	Parks and Recrea tion Comm ission	Admin istrativ e Review	Willia mson Count y
POLICY-RELATED APPLICATION	ATIONS AND PERMITS	•					
Comprehensive Plan Amendment	Comprehensive Plan Amendment	X	0		0	0	
UDC Text Amendment	UDC Text Amendment	X	0		О	О	
Zoning Map Amendment		X	О		О	0	
Planned Unit Development		X	О		О	О	
Special Use Permit		X	0		0	0	
SUBDIVISION	I-RELATED APPLICATION	S Al	ND PE	RMI	TS		
Plan Consistency Review	Plan Consistency Review					X	
Minor Plat	Minor Plat					X	
Amending Plat	Amending Plat					X	
Replat	Replat					X	
Development Plat	Development Plat	X	0				
Preliminary Plat	Preliminary Plat	X	0				
Construction Plan	Construction Plan					X	

Final Plat	Final Plat						
Development in City Limits	Development in ETJ	Planni ng and Zoning Comm ission	Boar d of Adju stme nt	Parks and Recrea tion Comm ission	Admin istrativ e Review	Willia mson Count y	
DEVELOPMENT-RELATED	APPLICATIONS AND PER	MIT	S				
Zoning Verification Letter						X	
Legal Lot Verification Letter	Legal Lot Verification Letter					X	
Written Interpretation	Written Interpretation					X	
Master Sign Plan	Master Sign Plan					X	
On-site Wastewater Permit	On-site Wastewater Permit						X
Site Plan Review						X	
Site Development Permit		X				О	
Certificate of Design Compliance			0			X	
Stormwater Permit	Stormwater Permit					X	
Administrative Decision						X	
Appeal of an Administrative Decision				X			
Administrative Exception				X			
Variance		X	0				
Temporary Use Permit						X	
Building Permit	Building Permit (Signs and Utility Permits Only)					X	

- X Final Review Authority
- O Initial Review or Recommending Authority
- A Advisory Review

Note: Williamson County has review authority in the City's ETJ until the City and County have entered into an interlocal agreement which defines the authority and procedures otherwise.

### 3.03 Related Applications and Permits

Related applications and permits shall be submitted, reviewed, and approved/denied based on the procedures listed below. Some of these procedures may be followed concurrently, while some procedures require pre-approval of other procedures. Notify the City Administrator if the Administrative Procedures Manual does not clarify the timing of these procedures.

- A. <u>Development Requiring Multiple Approvals</u>. The following restrictions apply to development applications requiring multiple approvals:
- 1. Policy- or legislative-related applications for permits required for a particular project may occur in any order, but shall be sequenced so that when final actions occur, each approval provides any requisite requirement for a subsequent related approval.
- 2. Subdivision applications may generally be considered concurrently.
- 3. Approval of the final plat shall not be granted until written approval plans for dedication of land and community facilities has been given by the City Administrator.
- 4. Development or permit applications may generally be considered concurrently.
- 5. No Development or permit application may be considered if there is pending subdivision activity for the same tract of land, except for administrative determinations.
- 6. Appeals of administrative decisions may only occur after a final decision by the City Administrator.
- 7. Consideration of development or permit applications shall be sequenced so that when an approval occurs, it will provide any requisite requirement for a subsequent related approval.
- B. <u>Simultaneous Submission of Related Applications</u>.

Submittal of different applications related to the same development may be made simultaneously, although the review and processing of applications must remain in sequence as described in <u>Table 3-1</u> above and elsewhere in this Code.

Applicants may file multiple applications for nonconcurrent actions/approvals. However, applications shall be reviewed and processed in the sequence required pursuant to this Code. After each application receives final action, the next consecutive application in the Code process will be reviewed for completeness pursuant to the appropriate process.

Any application submitted simultaneously with other applications is subject to approval of all other related applications that are prerequisite(s) to consideration of another application in the development process. Denial or disapproval of any concurrently submitted application shall prevent consideration of any related applications unless and until the denied or disapproved application is resolved or approved.

An applicant may withdraw any individual application from a group of simultaneously submitted applications.

#### 3.04 Common Review Elements

#### 3.04.01 Preapplication Conference

Prior to submission of an application, a preapplication conference between the applicant and the City Administrator is recommended. A preapplication conference is a meeting between a potential applicant under this Code and the City Administrator or his designee. The conference is an opportunity for an applicant to describe the development that will be submitted and for the City Administrator to explain the development process (i.e., which application is appropriate, which review body is responsible for final action, what the potential timelines for review may be, and what criteria will be used to determine whether the application may be approved). Completion of a preapplication conference does not imply or indicate subsequent City approval of the permit or application.

#### 3.04.02 Application Forms and Fees

The following regulations shall apply to all applications.

#### A. <u>Forms</u>.

1. Applications required under this Code shall be submitted on forms, with any requested information and attachments, and in such numbers, as required by the City and/or indicated in the Administrative Procedures Manual. The City Administrator shall have the authority to request any pertinent information required to ensure compliance with this Code.

- 2. The City Administrator must make any submission requirements and applicable fee requirements available to the applicant as a part of the Administrative Procedures Manual.
- 3. The City Council may, from time to time, adopt by resolution specific forms and submission requirements. Such resolution shall be incorporated as an Appendix to this Code.
- 4. Submission Requirements
- 5. Development applications shall be prepared and submitted in a format acceptable to the City Administrator.
- B. Fees.
- 1. Development and permit application fees shall be established from time to time by ordinance of the City Council.
- 2. All required fees shall be made payable to "The City of Liberty Hill", by local check, money order, or cashier's check.
- 3. An applicant who has paid the appropriate fee pursuant to submission of an application, but who chooses to withdraw such application prior to the formal written notification of completeness or incompleteness, shall be entitled to a refund of fifty (50) percent of the total amount paid upon written request to the City. The application fee required for all policy or legislative applications is not refundable.

## 3.04.03 Application Deadline

All applications shall be completed and submitted to the City Administrator in accordance with the Administrative Procedures Manual. An application shall not be considered as officially submitted or filed until it is determined to be complete as specified below.

#### 3.04.04 Determination of Application Completeness

A determination whether an application is complete will be made by the City Administrator within fifteen (15) working days of submittal of the application.

If the application is determined to be incomplete, the City Administrator shall notify the applicant in writing. If the application is not resubmitted within a period specified by the City Administrator, a new application and fee shall be required.

#### 3.04.05 Expiration of Inactive Permits and Approvals

Approvals and permits issued pursuant to this Code shall expire according to the following Table 3-2. The following general provisions apply:

- A. Notification of the expiration of regulations shall be provided to the applicant as part of the notification of approval of the development-related permit.
- B. A Letter of Regulatory Compliance or Written Interpretation stays in effect indefinitely where no related development is proposed. Upon submission of a proposed development application related to the Letter of Regulatory Compliance or Written Interpretation, the Letter of Regulatory Compliance or Written Interpretation shall expire according to Table 3-2 unless the proposed development is not pursued.
- C. A development for which an approval or permit has been issued pursuant to this Code shall be considered to be in process as set forth below:
- D. A complete building permit application has been submitted or, if no building permit is required, a certificate of occupancy has been issued.
- E. In case of projects where more than one building or phase is to be built, the applicant may submit a series of building permit applications. The first application must be submitted within twelve (18) [sic] months from the date site plan approval is granted. Each subsequent application must be submitted within twelve (18) [sic] months from the date of issuance of a certificate of occupancy for the previous building or phase.
- F. A lapse of a period equal to or greater than the period set forth in Table 3-2 shall cause the related approvals or permits to expire and be of no further force and effect.
- G. The City Administrator may extend the expiration date of any permit one time for a period not to exceed one (1) year in length. Such extension may be granted at any time prior to or within the twelve

- (12) months preceding the expiration date, but the extension period may not begin later than the original expiration date.
- H. Reinstatement of a lapsed approval shall require the applicant to pursue the same submittal and to obtain approval as an original application.
- I. Any minor plat, replat, amending plat, preliminary plat, final plat, concept plan (approved pursuant to previous Subdivision Regulations) or Detailed Development Plan (approved pursuant to previous Subdivision Regulations) that is dormant in accordance with the provisions of Texas Local Government Code §245.005 will expire within the provision for expiration described in the most current version of Texas Local Government Code §245.005.

**Table 3-2: Expiration of Inactive Permits or Approvals** 

Procedure	Expiration
Letter of Regulatory Compliance	12 months
Plan Consistency Review	12 months
Written Interpretation	12 months
Temporary Use Permit	2 months (or as specified in Permit)
Administrative Plat	No Expiration
Site Plan Review	12 months
Building Permit (Sign-related only)	12 months
Stormwater Permit	12 months
Certificate of Design Compliance	12 months
Appeal of Administrative Decision	12 months
Administrative Exception	12 months
Variance	12 months
Master Sign Plan	12 months
Construction Plan	
Subdivision Plat	24 months
Special Use Permit	No Expiration
Conditional Use Permit	12 months
Historic District Designation	12 months

Planned Unit Development No Expiration

Comprehensive Plan Amendment 24 months

Zoning Map Amendment (Rezoning) No Expiration

Unified Development Code Text No Expiration

Amendment

#### 3.04.06 Written Decision after Final Action

Within ten (10) days after a final decision is made by the authority authorized to make the final determination under the requirements of this Code, a copy of the written decision will be sent to the applicant. A copy of the notice will be filed at the Office of the City Administrator, where it will be available for public inspection during regular office hours. The written decision will also state the final action authority's findings, conclusions, and supporting reasons or facts whenever this Code requires such findings as a prerequisite to the final action.

#### 3.04.07 Limitation on Reapplication

If any development permit application or other application for approval, any petition for a plan amendment or any petition for an amendment to this Code is disapproved by the final action authority, another application or petition for the same permit, approval, or amendment for the same property or any portion thereof may not be filed within a period of ninety (90) days or within a period of twelve (12) months for zoning change applications from the date of final disapproval, except with written approval of the City Council. Such reapplication must demonstrate:

- A. There is a substantial change in circumstances relevant to the issues and/or facts considered during the original review of the application that might reasonably affect the decision-making body's review of the relevant standards to the development described in the application; or
- B. New or additional information is available that was not available at the time of the original application that might reasonably affect the decision-making body's review of the relevant standards to the proposed development; or
- C. A new application is proposed to be submitted that is materially different (e.g., proposes new uses, or a substantial decrease in proposed densities and intensities) from the prior application; or
- D. The final decision on the application was based on a material mistake of fact.

## 3.05 Standard Review Period

#### 3.05.01 Establishment of Review Period

The City Administrator is required to establish a standard time period for review and final action on all applications. This information will be published in the Administrative Procedures Manual. This review period will be used to determine the number of days for all time limits within this Code. If the City Administrator fails to establish review periods for each procedure, the default review period will be ninety (90) days unless State law imposes a shorter period, in which event the shorter period will prevail.

#### 3.05.02 Restrictions on Review Period Serving as Time Limit

All time requirements are guidelines, and do not require final action within a specified period of time. The following rules describe administration of time requirements.

- A. If a final action has not been taken on an application by the appropriate City staff, board, or commission, at the end of the time requirement for that application, there will be no penalty assessed to the applicant or final review authority. In these cases, consideration of the application continues, however the application becomes eligible for final action upon written request of the applicant.
- B. Ongoing consideration of an application beyond the standard review period allows a review body or the final action authority to work in good faith with the applicant to make changes, modifications, and corrections in order to continue consideration of an application that might otherwise be disapproved without the changes, modifications, or corrections. If the applicant elects to proceed without making any changes, modifications, or corrections to the application, the applicant may request action as provided in 3.05.02.C below.
- C. Once consideration of an application has continued past the standard review period and is eligible

for final action upon request of the applicant, the applicant may request in writing a final action decision from the final action authority. An administrative final action authority must respond with written notification of final action within ten (10) days.

## 3.05.03 Exception to Standard Review Period

The standard review period for any application may be extended one time for a period not to exceed thirty (30) days if a review body or final action authority requests additional studies or information concerning the application. Such an extension may not be granted after an applicant has requested final action. For purposes of a subdivision plat, when a 30 day extension has been issued, the application is deemed to have been denied but still subject to review by the City of the applicable review authority. Exceptions to this review period are as follows:

- A. Standard review periods may be extended by the City Administrator as described below when, in the opinion of the City Administrator, conditions beyond the City's control exist that prevent the City Administrator, other administrative officials, or any final action authority from effectively reviewing and considering all applications in a timely manner. Typical conditions may include an excessive number of applications received by the City during a certain period of time, inadequate staff time due to temporary limitations of personnel resources or lack of availability of a required professional staff member such as the City Engineer.
- B. The City Administrator may initially declare that such conditions exist without approval of the City Council, and must provide timely notice to all affected applicants. During these periods, all applications being considered are subject to the extended review period. No submittal of an application may be refused during the extended review period.
- C. The City Administrator will report the action requiring the extended review period to the City Council at the next regular City Council meeting. In order to have the review period officially changed, the City Council must adopt a resolution establishing the extended review period at that meeting. The period must have a time limit, not to exceed ninety (90) days. If such a resolution is not adopted by the City Council, then the authority of the City Administrator to set aside standard review periods for this exception is no longer valid.
- D. Review and processing of applications will continue during this extended review period, pursuant to the implementation of the extended review period.
- E. If the conditions causing the delay are not resolved, the process may be repeated. An applicant may request final action, as specified in Section 3.05.02.C above if the City has not taken final action on the application one hundred and twenty (120) days after the date the standard review period would have expired.
- F. The delay of standard review periods may not be implemented as a moratorium.

## **3.06** Public Hearing and Notice

#### 3.06.01 Summary of Notice Required

Notice shall be required for review of an application as shown in the following table.

**Table 3-3: Summary of Required Notice** 

Procedure	Published	Mailed	Posted
Administrative Appeal			
Variance	X	X	X
Special Use Permit	X	X	X
Conditional Use Permit	X	X	X
Comprehensive Plan Amendment	X		
Procedure	Published	Mailed	Posted

Historic District Designation	X	X	X
Planned Unit Development	X	X	X
Zoning Map Amendment (Rezoning)	X	X	X
Unified Development Code Text Amendment			X

#### 3.06.02 Published Notice

The City Administrator shall publish public notice at least once in a local newspaper of general circulation within the City at least 15 days in advance of the meeting or hearing. The notice will contain the time and place of such public meeting or hearing and a description of the agenda items that may be considered or reviewed.

#### 3.06.03 Mailed Notice

A Notice of Public Hearing shall be sent by the City through U.S. mail to owners of record of real property within 200 feet of the parcel under consideration and within the City Limits of Liberty Hill, as determined by the most recent tax rolls from the Williamson Central Appraisal District. The notice must be mailed at least ten (10) days prior to the date set for the public hearing.

#### 3.06.04 Required Public Hearing

Table 3-4 identifies the types of procedures requiring a public hearing. Modifications of the application at the public hearing by the Applicant can be referred back to the recommending body by the decision-making body.

**Table 3-4: Summary of Required Public Hearings** 

	mary of Require		0
Type of Application	Board of Adjustment	Planning & Zoning Commission	City Council
Appeal of Administrative Decision	X		
Variance Legislative and Judicial	X		
Conditional Use Permit		X	X
Planned Unit Development		X	X
Comprehensive Plan Amendment		X	X
Zoning Map Amendment (Rezoning)		X	X
Unified Development Code Text Amendment		X	Х
Appeal of Denial of Building Permit (sign-related)	X		

X - Public Hearing Required

#### 3.06.05 Conduct of Public Hearings

All public hearings shall follow the procedures set forth by the City of Liberty Hill. Modifications of the application during a public hearing may be made if assurances can be given by the applicant that the changes will be made. The City Council or other review authority holding the public hearing may approve or recommend action on the application subject to the suggested changes being made and incorporated into the new application.

All findings and conclusions necessary to the permit or decision (crucial findings) shall be based upon reliable evidence. Competent evidence (evidence that people of ordinary prudence would rely on in conducting their own affairs.) shall be preferred whenever reasonably available, but in no case may crucial findings be based solely upon incompetent evidence unless competent evidence is not reasonably available, the evidence in question appears to be particularly reliable, and the matter at issue is not seriously disputed.

#### 3.07 Policy-Related Applications

This section provides specific approval criteria for the following policy-related applications:

- \* Comprehensive Plan Amendments
- \* Code Text Amendments
- \* Conditional Use Permits
- \* Zoning Changes/Rezoning
- \* Planned Unit Developments (PUDs)
- \* Variance

## 3.07.01 Comprehensive Plan Amendment

- A. <u>Applicability</u>. The Comprehensive Plan reflects Liberty Hill's long-term plan for growth and development. The City Council may, from time to time, on its own motion or on petition, amend, supplement, change, modify, or repeal the regulations, restrictions, and boundaries herein established, or contained in the Comprehensive Plan.
- B. <u>Approval Criteria</u>. The City Council may consider criteria it deems relevant and important in taking final action on the amendment, but shall generally determine that the amendment promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City.
- C. <u>Responsibility for Final Action</u>. Recommendations regarding Comprehensive Plan amendments may be by [sic] made by the Planning and Zoning Commission. The Planning and Zoning Commission shall forward their recommendation to the City Council who is responsible for final action on Comprehensive Plan Amendments.

## 3.07.02 Unified Development Code Text Amendment

- A. <u>Applicability</u>. Amendments to this Code may be made from time to time in order to establish and maintain sound, stable, and desirable development within the jurisdiction of the City, or to correct errors in the text or caused by changing conditions in a particular area or in the City. All text amendments shall be in accordance with the Comprehensive Plan. If the Comprehensive Plan is amended, the Code should also be amended if found to be necessary or advisable by the Planning and Zoning Commission.
- B. <u>Approval Criteria</u>. The City Council may consider criteria it deems relevant and important in taking final action on the amendment, but shall generally determine that the amendment promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City.
- C. <u>Responsibility for Final Action</u>. Recommendations regarding the Code text amendments shall be made by the Planning and Zoning Commission. The Planning and Zoning Commission shall forward its recommendation to the City Council who is responsible for final action on a Code Text Amendments.

#### 3.07.03 Conditional Use Permit

- A. <u>Applicability</u>. Conditional Use permits allow for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this Code. These uses and the districts where they may locate are listed in <u>Section 4.09</u>. These uses may locate in districts as indicated under special conditions. No such use shall commence without prior approval of a Conditional Use permit.
- B. <u>Approval Criteria</u>. A binding Site Plan for the Conditional Use Permit must be approved by the City Council in order to approve issuance of a Conditional Use Permit.
- 1. The Site Plan must be reviewed by the City Administrator for compliance with this Code.
- 2. In addition to the criteria for zoning changes found in Section 2.5 [sic], the City Council may approve an application for a Conditional Use Permit where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The City

Council will review the Conditional Use Permit application based on the potential use's impact on the health, safety and welfare of the surrounding neighborhood; its impact on public infrastructure such as roads, parking facilities and water and sewer systems; and its impact on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately provide services.

- 3. Any modification to an approved site plan that was filed as part of a Conditional Use Permit shall cause the Conditional Use Permit to become void, regardless of its current status, including any approval previously given by the City Council.
- 4. Such Conditional Use Permits must be resubmitted to the City Administrator and the City Council for consideration using the modified site plan.
- 5. The City Administrator may determine that the modification to the site plan does not change the basis for Conditional Use Permit approval and issue a temporary approval to the modified Conditional Use Permit. In this case, the City Administrator shall report this action in writing to the City Council and place the modified Conditional Use Permit directly on the City Council agenda for action at the Council's next meeting.
- 6. If the City Administrator determines that the modifications to the site plan changes the basis for the initial Conditional Use Permit approval, the modified permit shall follow the regular review process for a regularly submitted Conditional Use Permit.
- C. <u>Responsibility for Final Action</u>. The City Council is responsible for final action on applications for Conditional Use Permits.

## 3.07.04 Zoning Map Amendment - Rezoning

- A. <u>Applicability</u>. For the purpose of establishing and maintaining sound, stable, and desirable development within the corporate limits of the City, the Official Zoning Map may be amended based upon changed or changing conditions in a particular area or in the City generally, or to rezone an area, or to extend the boundary of an existing zoning district. All amendments must be in accordance with the Comprehensive Plan. Newly annexed areas shall be zoned AG during the annexation process.
- B. <u>Approval Criteria (Rezoning)</u>. The City Council may consider criteria it deems relevant and important in taking final action on the amendment, but shall generally determine that the amendment promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City.
- C. <u>Responsibility for Final Action</u>. Conditions and proposed decisions regarding rezoning shall be reviewed by the Planning and Zoning Commission. The Planning and Zoning Commission shall forward its recommendation to the City Council, which is responsible for final action on Zoning Map Amendments.

#### 3.07.05 Zoning Map Amendment - Planned Unit Development (PUD)

- A. <u>Applicability</u>. A PUD may be used to permit new or innovative concepts in land utilization, master-planned communities, mixed use development that other zoning districts do not accommodate, and to provide site-specific compatibility standards. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility. PUDs are appropriate in areas where the Comprehensive Plan reflects the specific uses proposed in the PUD or where the Comprehensive Plan reflects mixed use as a land use category.
- B. <u>Submission Requirements</u>. The applicant is responsible for submitting an application for a PUD that must include submission of a proposed development ordinance with an attached General Development Plan. The proposed ordinance, as modified and if approved by the City Council, shall be binding on the applicant and its successors. Final action on the PUD includes final action on the proposed development agreement. Any future development permits must comply with the final approved development ordinance.

The PUD development ordinance and general development plan must provide sufficient information for the Council's evaluation. These submission items must also include development standards which shall address: uses, density, lot area, lot width, lot depth, yard depths and widths, setback requirements, building height, building elevations, building articulation, parking, access, streets and circulation, screening, landscaping, accessory

buildings, signs, lighting, project phasing or scheduling, management associations, restrictive covenants and other restrictions, fiscal surety for completion of construction of improvements, cost participation agreements, and other requirements the City Council may deem appropriate.

- C. <u>Approval Criteria (PUD)</u>. Upon receipt of the Planning and Zoning Commission's recommendation to the City Council, the Council will consider the following specific objectives and criteria in making a determination on the development ordinance and general development plan associated with the PUD. Rezoning to and development under the PUD district will be permitted only if the development ordinance and general development plan meet the following criteria:
- 1. Compatible with the goals and policies of the Comprehensive Plan.
- 2. Assurance of adequate utility infrastructure in conformance with utility and drainage plans available.
- 3. Assurance of a variety of housing types, employment opportunities or commercial services to achieve a balanced community for families of all ages, sizes and levels of income.
- 4. Provision of a comprehensive transportation system for bicycle, pedestrian and vehicular traffic that is connected and integrated with existing development.
- 5. Provision of a gross site area as well-designed and appropriately improved open space.
- 6. Development is staged in a manner that can be accommodated by the timely provision of public utilities, facilities and services.
- D. <u>Effect of Council Approval</u>. City Council approval of a PUD also constitutes final approval of the binding PUD development ordinance and PUD general development plan that were attached to the PUD application, as modified by the City Council.
- E. The PUD development ordinance, as modified and approved by the City Council, becomes, in effect, a modification to the regulations and standards of this Code that apply only to the area of land described by the PUD development ordinance. All future or ongoing development approvals or permits within the area of the PUD shall comply with the PUD development ordinance in addition to this Code.
- F. The PUD general development plan, as modified and approved by the City Council, becomes, in effect, an amendment to the City's Comprehensive Plan and Zoning Map that applies only to the area of land described by the PUD. All future or ongoing development approvals or permits, including any plat-related approval, shall comply with the PUD general development plan in addition to the City's Comprehensive Plan.
- G. <u>Minimum Requirements</u>. Unless otherwise indicated in the approved PUD development ordinance or PUD general development plan, the minimum requirements for each development shall be those stated in this Code for subdivisions and the requirements of the most restrictive standard zoning district in which designated uses are permitted.
- H. <u>Responsibility for Final Action</u>. Decisions regarding a Planned Unit Development (PUD) shall by [be] reviewed by the Planning and Zoning Commission. The Planning and Zoning Commission shall forward its recommendation to the City Council, which is responsible for final action on a PUD.

## 3.08 Development Related Compliance Issues

This section applies to general compliance issues related to development within the City of Liberty Hill.

## 3.08.01 Letter of Regulatory Compliance (City Administrator Approval)

- A. <u>Applicability</u>. The subdivider may obtain a Letter of Regulatory Compliance from the City Administrator prior to commencing work on any development, and may be required to do so by the City as part of an application for another procedure. The Letter of Regulatory Compliance certifies that specific uses of land and any new development is in compliance with the requirements of these development regulations.
- B. Zoning Verification Letter. A Zoning Verification Letter is a letter that indicates to a property owner that a specified use, clearly identified in the application, is permitted within the zoning district. A Zoning Verification Letter does not vest the property owner with permission to proceed with a development; does not specify requirements that must be met for future development; and does not include a determination that a tract of land may be developed. The City Administrator may include additional information about the uses and standards required for a development to proceed, however, and such

additional information does not constitute permission to proceed with development.

- C. <u>Legal Lot Verification Letter</u>. A Legal Lot Verification Letter is a letter in accordance with §212.0115 of the Texas Local Government Code that indicates whether or not a lot has been properly platted.
- D. Responsibility for Final Action. The City Administrator is responsible for final action.

## 3.08.02 Written Interpretation of the Unified Development Code (City Administrator Approval)

The City Administrator shall have the authority to make all written interpretations of this Code. Whenever there appears to be an uncertainty, vagueness, or conflict in the terms of the Code, the Manager, in consultation with the staff, city engineer, or city attorney, as may be appropriate, shall make every effort to interpret the Code in such a way that it fulfills the goals of the Comprehensive Plan and the Code. The interpretation given by the Manager shall be final unless an appeal is made by the applicant to the Board of Adjustment to overturn his decision. In such a case the burden shall be on the applicant to prove that the Manager's interpretation is unreasonable and in clear conflict with the governing law and the goals of the Comprehensive Plan.

- A. Submission requirements for written interpretations will be developed by the City Administrator.
- B. In addition to the general criteria for consideration of administrative procedures in <u>Section 2.03</u>, the City Administrator will determine, based on analysis of the requested interpretation, and considering this Code, the correct interpretation for whatever question is raised.
- C. The City Administrator will first determine that the application does not request a written interpretation that is already clear in this Code or that the application could more appropriately be decided through another procedure in this Code. If this is the case, the City Administrator shall reject the applicant's proposed written interpretation and refer the applicant to the appropriate section of the Code. This reference will serve as the written interpretation.
- D. In making a written interpretation, the City Administrator may consider, but is not limited to the following:
- 1. Any previous written interpretations.
- 2. Best practices in the planning and land development professions.
- 3. Current practices of the City of Liberty Hill.
- 4. Any other relevant source.

#### 3.08.03 Stormwater Permit (City Engineer Approval)

- A. A stormwater permit is required prior to any development construction within the City limits to ensure conformance to the stormwater management provisions and other applicable requirements of this Code. Issuance of a site development permit or a final plat for a single-family residential subdivision within the City Limits constitutes approval of a Stormwater Permit for that specific development.
- B. The applicant must ensure that the application for a stormwater permit was prepared or reviewed and approved in writing by a licensed professional engineer prior to submission to the City.
- C. A stormwater permit will be issued after the City Engineer has determined that the development meets the stormwater and pollution management requirements of Chapter 5 of this Code.
- D. Prior to issuance of a stormwater permit, the City Administrator or City Council must approve the site plan for projects in the City's ETJ to ensure any required compliance with this Code.
- E. A stormwater permit approved by the City is condition[ed] upon approval of all applicable related permits required from the Texas Environmental Quality Commission (TECQ), the U.S. Environmental Protection Agency (EPA) or any other state or federal agency being issued by that agency. Permits issued by entities such as the EPA, which may issue permits closer in time to construction, shall be made available to the City within seven (7) days after having received such permit(s).
- F. The City Engineer is responsible for final action.

#### 3.08.04 Appeal of an Administrative Decision (BOA Approval)

- A. Procedures including initiation of appeals of administrative decisions are explained in Chapter 2.
- B. <u>Effect of Appeal</u>. All development activities permitted by the action being appealed, or any subsequent approval, must stop upon appeal, and remain inactive until the appeal is resolved. If the City Administrator certifies in writing that such a cessation of activity would cause imminent peril to life

and property, the development may proceed, unless a stop order is issued by the BOA, or a restraining order is issued by a competent court of record. The stop order or restraining order stopping development must indicate the reason for stopping the activity.

- C. <u>Alternative Dispute Resolution</u>. Prior to hearing or deciding an appeal of an administrative decision, the Chairperson of the Board of Adjustment (BOA) may request that the applicant and administrative official agree to mediation or other alternative form of resolution of the dispute prior to a public hearing.
- 1. If the applicant refuses to accept alternative resolution of the dispute, the appeal will be heard and acted upon by the BOA no later than its next meeting.
- 2. If the applicant and administrative official can not agree on a format or mediator for the appeal within thirty (30) days, the Chairperson of the BOA may assign a mediator.
- 3. The mediator will coordinate the mediation or other alternative form of resolution with the parties, including the date, time, and place of meetings.
- 4. The mediator may invite any person, organization or governmental unit with relevant information to participate in the mediation. The parties may suggest persons, organizations or governmental units that should be requested to participate.
- 5. Both parties will equally share any costs associated with the alternative dispute resolution process, unless they agree otherwise in writing.
- 6. If no alternative resolution of the dispute can be agreed to by both parties, or if a party is not participating in good faith, the mediator may declare an impasse. The appeal will then be heard and decided at the next BOA meeting.
- 7. The Board of Adjustment (and/or City Council) must approve, in a public hearing, any alternative resolution of the appeal that involves a minimal change in development standards of this Code and consistent with all legal requirements.
- D. <u>Approval Criteria</u>. The Board of Adjustment considers whether the City Administrator's or City Council's official action was appropriate considering the facts of the case and the requirements contained in this Code. The Board will make its decision based on this Code and the information presented to the BOA by the applicant and the City Administrator or other administrative official.
- E. <u>Basis for Appeal</u>. An applicant may only appeal the specific reasons given for the administrative disapproval or denial. An applicant may not appeal the disapproval or denial without effectively establishing that the specific basis for the administrative disapproval or denial was incorrect.
- F. <u>Burden of Proof in Appeals</u>. When an appeal is taken to the Board of Adjustment, the City Administrator's or other administrative official's action is presumed to be valid. The applicant shall present sufficient evidence and have the burden to justify a reversal of the action being appealed. The City Administrator may present evidence and argument to the contrary.
- G. All findings and conclusions necessary to the permit or appeal decision (crucial findings) shall be based upon reliable evidence. Competent evidence will be preferred whenever reasonably available, but in no case may crucial findings be based solely upon incompetent evidence unless competent evidence is not reasonably available, the evidence in question appears to be particularly reliable, and the matter at issue is not seriously disputed.
- H. The Board of Adjustment is responsible for final action.

#### 3.08.05 Administrative Exception (BOA Approval)

- A. <u>Applicability</u>. Upon written receipt of an application requesting an Administrative exception or adjustment, the City Administrator may request the BOA to consider an administrative exception or adjustment.
- B. In order to provide a method by which human error (e.g., miscalculations) may be corrected, administrative exceptions or adjustments may be permitted. Special exceptions are specified deviations from otherwise applicable development standards where development is proposed that would be:
- 1. Compatible with surrounding land uses.
- 2. Harmonious with the public interest.
- 3. Consistent with the purposes of this Code.

- C. The BOA shall have the authority to authorize an adjustment of up to ten (10) percent of any numerical standard.
- D. Administrative exceptions require compliance with all other elements of this Code not specifically excused or permitted by the administrative exception.
- E. <u>Application Requirements for Administrative Exceptions</u>. Submission requirements for administrative exceptions will be developed by the City Administrator but applications must include an affidavit from the owners or authorized agents of any property abutting the area subject to the administrative exception attesting to the applicant's exception.
- F. <u>Criteria for Administrative Exceptions</u>. To approve an application for an administrative exception, the Board of Adjustment must determine that the following criteria are met:
- 1. That granting the administrative exception serves an obvious and necessary purpose.
- 2. That granting the administrative exception will ensure an equal or better level of land use compatibility than the otherwise applicable standards.
- 3. That granting the administrative exception will not materially or adversely affect adjacent land uses or the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks or other land use considerations.
- 4. That granting the administrative exception will not adversely affect adjoining property values in any material way.
- 5. That granting the administrative exception will be generally consistent with the purposes and intent of this Code.
- G. The Board of Adjustment is responsible for final action.

## 3.08.06 Variance (City Council or BOA Approval)

Procedures, including initiation of variances are explained in this Section.

- A. <u>Applicability</u>. The City Council shall have the authority to hear and grant requests for a variance from the development standards of this Code. Waivers of the standards required for plat approval are not considered variances and must be requested from the Planning and Zoning Commission and then the City Council during the plat review process. Any variance request up to ten (10) percent of any minimum or maximum measurement required by this Code may be treated as an Administrative Exception if the City Administrator agrees to recommend the Administrative Exception. A variance to the development standards of this Code will be considered an exception to the regulations contained herein. Granting of a variance in one case does not set a precedent for a subsequent case. Each variance request will be judged on its own merit based on subparagraph (b) [B] below.
- B. <u>Criteria for Review and Required Findings</u>. The City Council may authorize a variance from the requirements of this Code when an unnecessary hardship would result from the strict enforcement of this Code. In granting a variance, the City Council shall first review the recommendation of the Planning and Zoning Commission and then shall prescribe only conditions that it deems not prejudicial to the public interest. In making the required findings, the City Council shall take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the number of persons who will reside or work in the proposed development, the possibility that a nuisance may be created, and the probable effect of such variance upon traffic conditions and upon public health, convenience, and welfare of the vicinity. No variance shall be granted unless the City Council finds all of the following:
- 1. <u>Extraordinary Conditions</u>. That there are extraordinary or special conditions affecting the land involved such that strict application of the provisions of this Code will deprive the applicant of a reasonable use of its land. For example, a variance might be justified because of topographic, or other special conditions unique to the property and development involved, while it would not be justified due to inconvenience or financial disadvantage.
- 2. <u>Preservation of a Substantial Property Right</u>. That the variance is necessary for the preservation of a substantial property right of the applicant.
- 3. <u>Substantial Detriment</u>. That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this Code.
- 4. Other Property. That the conditions that create the need for the variance do not generally apply to

other property in the vicinity.

- 5. <u>Applicant's Actions</u>. That the conditions that create the need for the variance are not the result of the applicant's own actions.
- 6. <u>Comprehensive Plan</u>. That the granting of the variance would not substantially conflict with the Comprehensive Plan and the purposes of this Code.
- 7. <u>Utilization</u>. That because of the conditions that create the need for the variance, the application of this Code to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.
- C. <u>Insufficient Findings</u>. The following types of possible findings do not constitute sufficient grounds for granting a variance:
- 1. That the property cannot be used for its highest and best use.
- 2. That there is a financial or economic hardship.
- 3. That there is a self-created hardship by the property owner or its agent.
- 4. That the development objectives of the property owner are or will be frustrated.
- D. <u>Limitations</u>. The City Council may not grant a variance when the effect of the variance would be any of the following:
- 1. To allow the establishment of a use not otherwise permitted in the applicable zoning district.
- 2. To increase the density of a use above that permitted by the applicable district.
- 3. To extend physically a nonconforming use of land.
- 4. To change the zoning district boundaries shown on the Official Zoning Map.
- E. <u>Profitability Not to Be Considered</u>. The fact that property may be utilized more profitably should a variance be granted may not be considered grounds for a variance.
- F. <u>Variances from Floodplain or Stormwater Management Regulations</u>. The City Council shall make a final decision on any variance request from floodplain or stormwater management regulations.
- G. <u>Responsibility for Final Action</u>. Variance requests shall by [be] reviewed by the Planning and Zoning Commission. The Planning and Zoning Commission shall forward its recommendation to the City Council, which is responsible for final action on the Variance request.

#### 3.09 Subdivision-Related Applications

This section applies to the following subdivision-related applications:

- \* Administrative Plat
- \* Preliminary Plat
- \* Final Plat
- \* Construction Plan

#### 3.09.01 General Requirements for Approval of Plats

- A. Prior to the subdivision, resubdivision, or development of any land within the City, all plans, and plats plans for infrastructure improvements must first be approved in accordance with regulations specified in Section 3.08 except for:
- 1. Construction of additions or alterations to an existing building where no drainage, street, utility extension or improvement, additional parking or street access change is required to meet the standards of this Code are necessary to support such building addition or alterations.
- 2. Divisions of land created by order of a court of competent jurisdiction.
- 3. A change in ownership of a property through inheritance or the probate of an estate.
- 4. Cemeteries complying with all state and local laws and regulations.
- B. No land may be subdivided or platted through the use of any legal description other than with reference to a plat approved by the City Council or the City Administrator in accordance with these regulations.

- C. No building permit or certificate of occupancy may be issued for any parcel or tract of land until such property has received final plat approval and is in conformity with the provisions of this Code, the plat has been recorded, public improvements have been accepted by the City (if applicable), and no private improvements will take place or be commenced except in conformity with these regulations in this Code.
- D. No person shall transfer, lease, sell or receive any part of a parcel before an administrative plat or final plat of such parcel and the remaining parcel have been approved by the City Council in accordance with the provisions of these regulations in this Code and filed of record with the County Clerk of Williamson County.
- E. The platting or subdivision of any lot or any parcel of land, by the use of GPS as a substitute for metes and bounds for the purpose of sale, transfer, lease or development is prohibited. GPS may be used as supporting documentation only and the datum source must be referenced.

#### 3.09.02 Administrative Plat Review

- A. <u>Applicability</u>. Minor plats, amending plats, or replat may be approved by the City Administrator following an evaluation for plan compliance and technical compliance with this Code.
- B. <u>Minor Plat</u>. A minor plat is any plat for five or fewer lots and that does not require any dedication of land to the City of Liberty Hill.
- C. <u>Amending Plat</u>. A plat that complies with Texas Local Government Code §212.016, as amended, which is generally submitted to correct errors and omissions when agreed to by all adjacent property owners.
- D. <u>Replat</u>. Any plat that complies with Texas Local Government Code §212.014, as amended, which is generally submitted to replat a subdivision or part of a subdivision without vacation of the original plat.
- E. Replatting a portion of a recorded lot is not permitted.
- F. A replat does not itself constitute approval for development of the property.
- G. Any plat that requires a waiver from Subdivision Design and Improvement Standards, any utility dedication, or any dedication of land must be reviewed as a preliminary plat by the Planning and Zoning Commission.
- H. It shall be unlawful to offer and cause to be filed any plan, plat, or replat of land within the City limits or ETJ of Liberty Hill of record with the County Clerk unless the plan, plat or replat bears the endorsement and approval of the City Administrator.
- I. <u>Approval Criteria (Administrative Plat)</u>. All subdivisions and plats of land shall be reviewed using the criteria in this Code. They must be reviewed and approved before any final action may be taken by the City Administrator or the developer.
- J. <u>Responsibility for Final Action</u>. The City Administrator is responsible for final action on Administrative Plat Reviews. If the City Administrator determines the Administrative Plat does not meet the approval criteria, the applicant may request that the application be forwarded to the Planning and Zoning Commission for its review and for its recommendation to City Council, which will take final action.
- K. <u>Action Following Plat Approval</u>. After approval of an administrative plat, the subdivider shall notify the City Engineer within ten (10) days which of the following construction procedure(s) the subdivider proposes to follow:
- 1. The subdivider may file a Construction Plan, and upon approval of the Construction Plan by the City Administrator or his designee, proceed with construction of streets, alleys, sidewalks, and utilities that the subdivider is required to install. The City will inspect the work as it progresses, and upon completion and final acceptance by the City, and upon written request of the subdivider, the final plat may be approved and filed of record with the County Clerk; or
- 2. The subdivider may elect to post fiscal surety and assurance of construction as provided in <a href="Chapter 6">Chapter 6</a>, in which case the surety of assurance shall be filed with the City, together with a request that the plat be filed for record. In this case, the final plat will be approved and filed with the County Clerk. The subdivider shall pay the record filing fee. The City will inspect the construction work as it progresses and will make the final inspection to assure compliance with City requirements; and upon completion of construction, the subdivider shall deliver to the City a one (1) year guarantee of workmanship and

materials.

- 3. The City Engineer's signature on the construction documents provides the requisite authority for the subdivider to proceed with the construction of streets and utilities.
- L. <u>Recordation</u>. After the City Administrator has approved the plat, the City Engineer has approved the Construction Plan and the subdivider has either posted fiscal surety and assurance of construction (see <u>Chapter 6</u>) or completed required provision of infrastructure and public improvements, the final plat shall be recorded in the Office of the County Clerk. The subdivider will pay the record filing fee.

#### 3.09.03 Preliminary Plat Review

- A. <u>Applicability</u>. Preliminary Plat approval shall be required before any land is subdivided (or does not meet the requirements of Section 3.09.02, Administrative Plat Review).
- B. Preliminary Plats are required for land being divided into separate parcels, plats with six or more lots, and any plats that require a dedication of land to the City.
- C. It shall be unlawful to offer and cause to be recorded any Preliminary Plat of land within the City limits or extraterritorial jurisdiction of Liberty Hill with the County Clerk by any party other than the City Administrator or another duly authorized representative of the City of Liberty Hill.
- D. <u>Preliminary Plat Application Requirements</u>. Submission requirements for the preliminary plat will be established by the City Administrator, and will include basic engineering information necessary for the Planning and Zoning Commission to render an informed recommendation and for the City Council to render an informed decision (Detailed engineering information will be required for the Final Plat).
- E. A plat submitted for consideration as a Preliminary Plat may not have an area or signature block for any endorsement and approval by the City Council, as is required to file the final plat with the County Clerk.
- F. <u>Approval Criteria</u>. Subdivisions and plats of land shall be reviewed using the criteria specified or referenced in State Law.
- G. <u>Waivers</u>. The Planning and Zoning Commission may recommend to City Council the approval, approval with conditions, or disapproval of waivers of the standards required for plat approval, by using the criteria for consideration of Variances in <u>Section 3.08.06</u>.
- H. <u>Responsibility for Final Action</u>. Recommendations regarding Preliminary Plat approval shall be made by the Planning and Zoning Commission. The Planning and Zoning Commission shall forward its recommendation to the City Council, which is responsible for final action on the Preliminary Plat.
- I. <u>Action Following Preliminary Plat Approval</u>. After approval of a preliminary plat, the subdivider shall prepare and submit a final plat.

#### 3.09.04 Final Plat Approval

- A. <u>Applicability</u>. Final plats are technically complete versions of an already approved preliminary plat. No final plat may be considered or approved unless the preliminary plat for the same land has been approved.
- B. Final plat review is required to ensure that a final recorded plat includes final engineering diagrams and descriptions that conform to the preliminary plat as approved by the City Council. The final plat must incorporate all changes from the preliminary plat that were considered and approved by the City Council.
- C. <u>Final Plat Application Requirements</u>. Submission requirements for the final plat will be developed by the City Administrator.
- D. When filed, the final plat must also provide all support documentation required by the County Clerk's office for recordation.
- E. A plat submitted for consideration as a final plat must have an area or signature block for any endorsement and approval by the City Administrator, as required to file the final plat with the county clerk.
- F. Estimates for posting fiscal surety for landscaping requirements, maintenance, erosion and sedimentation control, roads, and utilities are also required for final plat review.
- G. Approval Criteria. Subdivisions and plats of land shall be reviewed using the criteria in this Code

and any technical criteria referenced by this Code.

- H. A final plat must be determined to be consistent with a previously-approved preliminary plat.
- I. A construction plan for any required or agreed improvements must be approved by the City Administrator or his designee as required in this Code.
- J. <u>Recordation</u>. If the City Council has approved the plat, the City Administrator or his designee has approved the construction plans, and the subdivider has either posted fiscal surety and assurance of construction, or completed the required infrastructure and public improvements, the final plat becomes the instrument to be recorded in the Office of the County Clerk when all requirements have been met. The subdivider shall pay the record filing fee and the City shall file the final plat with the County Clerk.

## 3.09.05 Construction Plan (City Engineer Approval)

- A. <u>Applicability</u>. Construction plans must be submitted to the City Engineer for all existing or proposed streets, sidewalks, drainage and utility improvements, water quality controls, park improvements, and any other infrastructure or public improvements that are required or proposed to be constructed, reconstructed, improved, or modified to serve the development. Where the final plat is for property being developed in phases, the required construction plans must include the improvements specified in the general development plan or preliminary plat to serve the phase being platted. The construction plans are intended to provide for the detailed engineering drawings for all improvements required to serve the development. The construction plans must be kept as a permanent record of the City. The City Engineer as referenced in this Code is acting as agent for the City Administrator, and shall have the powers specified in this Code only to the extent that the Engineer is expressly delegated those powers by the City Administrator.
- B. Responsibility of Subdivider's Engineer. The registered professional engineer representing the subdivider is responsible for the accuracy, completeness and conformance of all plans to City standards and must certify (with seal) the construction plans as to accuracy and design and conformance with all applicable City requirements. The City assumes no project design or engineering responsibility. The subdivider's professional engineer certifying the plans is responsible for the accuracy and completeness of the documents and the soundness of the designs as submitted for review and actual construction.
- C. <u>Approval Criteria</u>. The purpose of the City Engineer's review is to ensure conformance to City policies and standards. However, the City Engineer's review is limited to facts as presented on submitted plans.
- D. The City Engineer will approve any Construction Plan that is submitted and sufficiently shows compliance with any city-approved or adopted design or construction criteria manuals, or in the absence of city approved or adopted design requirements, standard engineering practices.
- E. The City reserves the right to require corrections to actual conditions in the field that are found to be contrary to or omitted from submitted plans.
- F. The City Engineer may not approve a Construction Plan that does not adequately represent construction of the approved infrastructure and public improvements included in the approved administrative or preliminary plat, or that he knows does not comply with this Code or other applicable law.
- G. The City Engineer is responsible for final action on Construction Plans.

### 3.10 Nonresidential Development Related Procedures

This Section describes the applicability and specific approval criteria for all Administrative Procedures necessary under this Code and applicable to the following:

- A. Site Plan Review Site Development Permit
- B. Master Sign Plan and Sign Permit
- C. Temporary Use Permit
- D. Stormwater Permit
- E. Building Permit
- F. On-Site Wastewater Permit

#### 3.10.01 Site Plan Review and Site Development Permit (City Administrator and City Council Approval)

- A. <u>Applicability</u>. Prior to any excavation, clearing, or other land alteration for the purpose of development within the City limits an applicant must submit a site plan for approval and issuance of a site development permit under this section. No such excavation or development shall be lawful or permitted to proceed without issuance of a site development permit. All improvements reflected on approved site plans must be constructed at the time of development. All terms and conditions of site development permit approval must be met at the time of development.
- B. <u>Criteria for Approval</u>. A site plan will be approved and a site development permit issued if the development is in compliance with the general criteria for approval of administrative review procedures, the requirements of Chapter 5 [6] of this Code (Site Development Standards) and the following additional criteria:
- 1. Compliance with the general development plan and development agreement or ordinance governing the parcel of land to which the site plan is related.
- 2. Compliance with any additional site plan approval criteria required under Chapter 5 [6] of this Code, or any additional approval criteria for overlay districts, or any site plan approval criteria adopted as part of a neighborhood or special area plan.
- 3. Prior to final approval of any plan within the City Limits, the City Engineer must certify to the City Administrator that all requirements for a TCEQ Stormwater Permit are met by the site plan. Approval of the site plan constitutes approval of the Site Development Permit and Stormwater Permit.
- C. <u>Responsibility for Final Action</u>. The City Administrator is responsible for final action on developments specified in Section <u>Chapter [sic] 2</u> of this Code. The City Council is responsible for final action on all developments, after determination of compliance and recommendation by the City Administrator.

#### 3.10.02 Master or Common Sign Plan (City Administrator Approval)

- A. <u>Applicability</u>. A master sign plan shall be required for all multiple-tenant buildings, PUDs, and all multibuilding or multioccupant commercial developments before any signs for such development may be erected on the property. All owners, tenants, subtenants and purchasers of individual units within the development shall comply with the approved master sign plan.
- B. <u>Criteria for Approval</u>. In addition to the general administrative review criteria in Section 2.03, the City Administrator must determine the following in order to approve the Master Sign Plan:
- 1. The plan provides for signs that meet the size and height limitations, location requirements, and other applicable requirements of <a href="Chapter 6">Chapter 6</a> of this Code.
- C. The City Administrator is responsible for final action.

## 3.10.03 Sign Permit (City Administrator Approval)

A. <u>Applicability</u>. No sign may hereafter be erected, moved, added to, or structurally altered within the City or the ETJ without a permit issued by the City Administrator in conformity with the provisions of this Section and <u>Section 6.12</u> of this Code. No building permit issued under the provisions of this Code for signs shall be considered valid unless signed by the City Administrator.

#### B. Criteria for Approval.

In addition to the general criteria for approval of administrative procedures, the City Administrator shall base the final action on the following criteria:

Whether the intended sign conforms in all respects with all applicable regulations and standards of this Code and any applicable construction or safety standards of the City's building Code.

If the subject property has a Master Sign Plan, development agreement or ordinance governing it, whether the plans, specifications and intended use of such building or structures or part thereof, including the proposed sign, conform in all respects to the development agreement or ordinance.

- C. The City Administrator is responsible for final action.
- D. Appeals of City Administrator actions regarding sign-related building permits shall be considered and decided by the City Council.

#### 3.10.04 Temporary Use Permit (City Administrator Approval)

A. Applicability. Temporary uses, as identified in Chapter 4, are required to obtain a temporary use

permit from the City Administrator. The permit specifies the use, the period of time for which it is approved, and any special conditions attached to the approval.

- B. <u>Approval Criteria</u>. In addition to the general criteria for consideration of administrative procedures, the City Administrator shall consider whether the application complies with the following standards:
- 1. <u>Land Use Compatibility</u>. The temporary use must be compatible with the purpose and intent of this Code and the zoning district in where it will be located. The temporary use shall not impair the normal, safe, and effective operation of a permanent use on the same site. The temporary use shall not endanger or be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the immediate vicinity of the temporary use, given the nature of the activity, its location on the site, and its relationship to parking and access points.
- 2. <u>Compliance with Other Regulations</u>. A building permit or temporary certificate of occupancy may be required before any structure to be used in conjunction with the temporary use is constructed or modified. All structures and the site as a whole shall meet all applicable building Code, zoning district, and fire Code standards and shall be promptly removed upon the cessation of the use or event. Upon cessation of the event or use, the site shall be returned to its previous condition (including the removal of all trash, debris, signage, attention attracting devices or other evidence of the special event or use).
- 3. <u>Duration</u>. The duration of the temporary use shall be consistent with the intent of the use and compatible with the surrounding land uses. The duration shall be established by the City Administrator at the time of approval of the temporary use permit.
- 4. <u>Traffic Circulation</u>. The temporary use shall not cause undue traffic congestion or safety concerns, as determined by the City Engineer, given anticipated attendance and the design of adjacent streets, intersections and traffic controls.
- 5. <u>Off-Street Parking</u>. Adequate off-street parking shall be provided for the temporary use, and it shall not create a parking shortage for any of the other existing uses on or near the site.
- 6. <u>Appearance and Nuisances</u>. The temporary use shall not cause any temporary or permanent nuisance. The temporary use shall be compatible in intensity, appearance and operation with surrounding land uses in the area, and it shall not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, dust, smoke, glare, spillover lighting, or other forms of environmental or visual pollution.
- 7. <u>Other Conditions</u>. The City Administrator shall consider any other conditions that may arise as a result of the temporary use.
- C. <u>Public Conveniences and Litter Control</u>. Adequate on-site restroom facilities may be required. Adequate on-site solid waste containers may also be required. The applicant shall provide a written guarantee that all litter generated by the event or use shall be removed within a reasonable and appropriate timeframe at no expense to the City. The guarantee shall be in a form and substance approved by the City Administrator, which may include the requirement of a fiscal posting.
- D. <u>Signs and Attention-Attracting Devices</u>. The City Administrator shall review all signage in conjunction with the issuance of the permit. The City Administrator may approve the temporary use of attention attracting devices that generally conform to the requirements of this Code. The City Administrator may establish any additional conditions deemed necessary to ensure land use compatibility and to minimize potential adverse impacts on nearby uses, including, but not limited to, time and frequency of operation, temporary arrangements for parking and traffic circulation, requirements for screening/buffering, and quarantees for site restoration and cleanup following the temporary use.
- E. The City Administrator is responsible for final action.

#### 3.10.05 On-Site Wastewater Permit (Williamson County Approval)

- A. <u>Applicability</u>. On-site Wastewater permits shall be required from Williamson County for any development that applies for a development permit and wishes to use a septic tank or similar type of onsite wastewater system.
- B. <u>Approval Criteria</u>. Williamson County has established criteria for review and approval for an on-site wastewater permit application. Consult the Williamson County Health Department for further information.
- C. Williamson County is responsible for final action.

## 4.00 Zoning Districts, Use Regulations, and Lot Design Standards

#### 4.01 Purpose and Intent

The purpose of this Chapter is to establish zoning districts within the City Limits of Liberty Hill, allowable uses within each district, and procedures for special and temporary uses within each district. Existing usage will be allowed to continue unless the usage changes.

### 4.02 Official Zoning Map

## 4.02.01 Creation of Official Zoning Map

The City is divided into zoning districts, shown on the Official Zoning Map, which is hereby adopted by reference and declared to be a part of this Code. The Official Zoning Map shall be identified by the signature of the Mayor, attested to by the City Secretary and bear the Seal of the City of Liberty Hill under the following words:

"This is to certify that this is the Official Zoning Map referred to in Section of the Unified Development Code, Ordinance No. of the City of Liberty Hill, Texas."

## 4.02.02 Changes to the Official Zoning Map

- A. If, in accordance with the provisions of this Code and §211.006 of the Texas Local Government Code, as amended, changes are made in the district boundaries or other matter portrayed on the Official Zoning Map, such changes shall be entered on the Official Zoning Map, within (15) business days after the amendment has been approved by the City Council and signed by the Mayor.
- B. Approved zoning changes shall be entered on the Official Zoning Map by the City Administrator and each change shall be identified on the Map with the date and number of the Ordinance making the change.
- C. No change of any nature shall be made on the Official Zoning Map or matter shown thereon except in conformity with procedures set forth in this Code.

## 4.02.03 Digital Mapping

Digital maps, created through the use of Geographical Information Systems (GIS) technology, may be used in the administration and enforcement of this Code, but will not replace the paper originals of official maps required by this Code.

## 4.02.04 Interpreting Zoning District Boundaries

The City Administrator or the Council's designee shall provide clarification when uncertainty exists as to the current boundaries of districts as shown on the Official Zoning Map.

#### 4.03 Rezoning

Any decision to amend the Official Zoning Map shall be made based on the criteria in <u>Chapter 2</u> and <u>3</u>. No rezoning action may specifically vary from the Permitted Uses Table found in <u>Section 4.09</u> or from the Future Land Use Map included in the Comprehensive Plan.

#### 4.03.01 Newly Annexed Territory

- A. <u>Initial Default Zoning</u>. All new territory hereinafter annexed to the City shall have the Agriculture (AG) zoning district classification. No special action or hearing will be required for zoning upon annexation into the Agriculture (AG) district.
- B. <u>Rezoning from Default Zoning</u>. Rezoning of newly annexed territory may begin upon completion of annexation of the area, while staying within guidelines set forth by the State.
- C. <u>Exception for lots already partially within City Limits</u>. Newly annexed territory that is part of a lot already annexed or within City Limits will be zoned directly to the zoning designation of the portion of the lot already within the City.

## 4.04 The Comprehensive Plan as Guidance

The Future Land Use Map should be consulted for areas located outside of the current City Limits of Liberty Hill in order to determine the recommended use(s) of land for a specific area. For example, in areas where the Future Land Use Map indicates Medium Density Residential Development, but also reflects Duplex Residential, Mixed Use and Neighborhood Commercial Districts, a developer is encouraged to consider utilizing Duplex Residential and Commercial development within proposed development in that area. Note Future Land Use Map for those areas that are designated as Mixed Use, Clustered Residential, or Duplex Residential. It is the intent of the

Comprehensive Plan and this Code to encourage a mix of uses.

## 4.05 Zoning Districts, Generally

The following Zoning Districts reflect the recommended future land use areas, currently included in the City of Liberty Hill's Comprehensive Plan. Special planning areas are identified in the following Zoning District Table as Overlay Districts. Each zoning district also contains lot standards that apply to those lots within the zoning district. Portions of the City of Liberty Hill, as specified on the Official Zoning Map of the City, are hereby divided into the following zoning districts. (refer to Section 4.09 for allowable uses within each Zoning District and Table 4-4 for Lot Standards per Zoning District):

#### **Table 4-1**

## RESIDENTIAL DISTRICTS

Agricultural	AG
Low Density Residential	SF1
Medium Density Residential	SF2
High Density Residential	SF3
Duplex Residential	TF
Multifamily Residential	MF1
Multifamily Residential	MF2
Manufactured Housing	MH1

## NONRESIDENTIAL DISTRICTS

Neighborhood Commercial/Retail	C1
Downtown Comm./Retail	C2
General Comm./Retail	C3
Light Industrial/Warehousing	I1
General Industrial	I2
Public/Community Facility	P
Park	PARK

## **SPECIAL DISTRICTS**

Planned Unit Development	PUD
--------------------------	-----

#### 4.06 Residential Districts

- A. <u>Agricultural (AG)</u>. This district is intended to maintain agricultural land until such time as it is appropriate for more intense development. Any property which is annexed into the city is initially classified as AG until a rezoning request is considered (which may be considered concurrently).
- B. <u>Low Density Residential (SF1)</u>. This district is intended to provide for conventional detached single-family dwellings at a density not exceeding one dwelling unit per acre. The character of these developments is rural, protected from incompatible uses and with adequate facilities and services.
- C. <u>Medium Density Residential (SF2)</u>. This district is intended to provide for conventional detached single-family dwellings at a density not to exceed 6.7 units per acre (minimum lot size of 6,500 sf). The character of these developments is residential neighborhoods, protected from incompatible uses, and is provided with necessary and adequate facilities and services.
- D. <u>High Density Residential (SF3)</u>. This district is intended to provide for various types of residential development, including conventional single and two-family residences and higher density residences, such as triplexes, townhomes, garden homes, condominiums, and apartments. The purpose of this district is to provide for development of quality multiple-family living in a moderately dense setting, at a density not to exceed 10 units per acre. This district is further intended to encourage efficient utilization of land, affordable housing opportunities, open space preservation, and traditional neighborhood development, through pedestrian-friendly, suitable residential neighborhoods, protected from incompatible uses and with necessary facilities and services. Context-sensitive design standards and landscaping are required to ensure a quality and enjoyable living environment.
- E. <u>Duplex Residential (TF)</u>. The duplex or two-family district is intended to provide opportunities for two attached single-family residences at a maximum density of 8 units per acre. Duplexes are intended to provide affordable housing options, but should not occupy more than 20% of all units in single-family residential subdivisions.
- F. <u>Multifamily Residential (MF1)</u>. The purpose of this district is [to] provide for development of quality multiple-family living including two-family residences and higher density residences, such as triplexes, town homes, garden homes, condominiums, and apartments in a moderately dense setting, at a density of 10 units per acre. This district is further intended to encourage efficient utilization of land, affordable housing opportunities, and open space preservation.
- G. <u>Multifamily Residential (MF2)</u>. The multifamily district is intended to allow smaller and more financially-accessible dwelling units than the SF districts. The maximum density for this district is 20 units per acre.
- H. <u>Manufactured Housing (MH1)</u>. The manufactured housing base district is a residential district intended to allow HUD-code manufactured housing on subdivided, individually-owned lots, at a maximum density of 6.7 units per acre (minimum lot size 6,500 sf). Standards for the placement and anchoring of manufactured housing apply in this district.
- I. <u>Manufactured Housing Community (MH2)</u>. This district is intended for areas containing HUD-code manufactured home units arranged either on a large tract, usually under single ownership and designed to accommodate multiple manufactured home units, or on subdivided lots that are individually owned.

## 4.07 Nonresidential Districts

All nonresidential development shall adhere to development standards found in Chapter 6, Site Development Standards, as well as other applicable standards found in this Code. Existing Residential usage will be allowed to continue unless the usage changes. Infill will require adherence to be consistent with the stated zoning classification. All other uses will require a conditional use permit.

A. Neighborhood Commercial/Retail (C1). This district is intended to provide for small-scale, limited impact retail and office business uses that are compatible with low and medium density residential neighborhoods. The uses permitted within this district are meant to serve the retail and personal service needs of residents in adjacent and nearby neighborhoods (1/4 to 1/2 mile). The nature of the permitted uses and scale of buildings are intended to blend with adjacent and nearby properties without causing adverse visual or environmental impacts.

- B. <u>Downtown Commercial/Retail (C2)</u>. This district is intended to control and guide the development of commercial uses in downtown Liberty Hill. The standards in this district will allow continued, conforming use for existing uses as defined in the Zoning Use Table, and encourage new development in a compact, pedestrian-oriented environment.
- C. <u>General Commercial/Retail (C3)</u>. This district is intended to provide for a wide range of commercial and retail goods and services. It is primarily intended for use in high-traffic areas adjacent to arterial streets and highways and is appropriate for relatively high-volume commercial centers. To protect the abutting and surrounding residential areas, certain restrictions are placed on the intensity of uses and emphasis is placed on standards for lighting, buffering, parking and location of driveway access.
- D. <u>Light Industrial/Warehousing (I1)</u>. This district is intended to provide for low intensity, limited impact industrial uses, which may include office warehousing, wholesaling, product assembly and light manufacturing conducted primarily within the confines of a building.
- E. <u>General Industrial (I2)</u>. This district is intended to provide land for manufacturing and industrial activities with generation of nuisance characteristics greater than activities permitted in the C3 and I1 districts. Uses within this district are not compatible with residential areas and neighborhood commercial uses. Industrial operations shall be primarily conducted within the confines of a building. Other activities, including outdoor processing of materials, storage of materials, and display of products are subject to conditional use standards for potential nuisance mitigation.
- F. <u>Public/Community Facility (P)</u>. This district is intended for facilities providing governmental, religious, educational, healthcare or social services, and public infrastructure facilities such as water plants, pump stations, wastewater treatment plants, lift stations and other such utility facilities.
- G. <u>Park (PARK)</u>. The Park zoning district covers publicly and privately-owned parks facilities. Proposed development near these districts should consider including parkland within the development to provide contiguity of parkland development.

#### 4.08 Special Districts

The overlay zoning districts address special siting, use and compatibility issues that require use and development regulations in addition to those found in the underlying zoning districts. If any regulation in an overlay zoning district requires a development standard different than the base zoning district standards, the more restrictive standard shall apply. These standards are also supplemented by standards found in other sections of this Code. When standards are in conflict, the more restrictive standard shall apply.

#### 4.08.01 Planned Unit Development (PUD)

The purpose of the Planned Unit Development District (PUD) is to provide land for uses and developments that promote development that is more sensitive to the natural environment, creates a significantly enhanced natural setting and/or sense of place, or otherwise enhances the standard pattern of development in Liberty Hill. Development is required to provide a higher level of amenities to its users or residents than what is usually required under the normal standards of this code. A PUD may be used to permit new or innovative concepts in land use not permitted by other zoning districts in this Code or to permit development projects that existing districts cannot easily accommodate. This district is appropriate in areas where the Comprehensive Plan reflects the specific uses proposed in the PUD or mixed use as a land category. Rezoning to the PUD district requires a specific PUD ordinance and a General Development Plan from the property owner. Applicants are responsible for developing the PUD Ordinance. See Section 3.07.05 for further information on PUD applications and applicability.

#### 4.08.02 Downtown Overlay District (O-D)

The Downtown Overlay District (O-D) is intended to create a pedestrian-friendly environment, enable a mixture of uses, promote higher residential density, and ultimately create a vibrant area as a gathering place for the community.

- A. <u>Location</u>. This overlay applies in the area identified as the Downtown Overlay District on the Official Zoning Map. The location generally corresponds to the Town Center Plan area in the Comprehensive Plan.
- B. <u>Development Standards</u>. Any base zoning district in the downtown overlay can be conditionally upzoned to C-2, following the procedures and criteria for a conditional use permit.
- C. Building Setbacks. Building setbacks adjacent to Main Street right-of-way in the Downtown Overlay

District shall generally be assumed to be zero (0) feet, or "built to" the right-of-way line and allow for sidewalk widths of ten feet (10'), if the sidewalk is not part of the existing right-of-way. Setbacks from the Main Street right-of-way may be allowed if outdoor cafe-style seating or other intentional public, pedestrian-oriented space is to be provided and is approved by the City. Front setbacks adjacent to streets in the Downtown Overlay district shall be similar to the nearest existing adjacent principal structure on the same street. Side setbacks shall reflect the context of the most adjacent similar use. For example, if the average side building separation between the most immediate principal structures is ten (10) feet, the proposed structure shall be positioned upon the lot to provide 10 feet of separation, or a minimum of 5 feet. The rear setback shall in no case be less than three feet.

- D. <u>Building Height Restriction</u>. In no case shall building height exceed 35 feet in the Downtown Overlay District. Revisions to this standard shall only be considered with respect to fire protection capability.
- E. <u>Site Orientation</u>. Buildings in the Downtown Overlay District shall be oriented such that the front facade of the building faces Main Street, or another collector street within the Downtown District, in such as [a] way as to be parallel to the street. Courtyards may exist between buildings, and buildings may open up to the courtyard; however, the front facade of the building must face the street as described above.
- F. <u>Landscaping</u>. All landscaping shall not obstruct pedestrian, bicycle or vehicular traffic. If the City Administrator determines this to not be feasible, alternative landscaping can be implemented.
- G. <u>Parking</u>. For new developments or remodels of existing developments, off-street parking shall be provided according to the parking requirements found in <u>Chapter 5</u> and <u>6</u> of this Code. When the City Administrator determines not to be feasible, an in lieu of fee may be assessed to provide adequate parking at another location.

# 4.09 Use Table4.09.01 Types of Use

All of the land use categories listed in the following use table (<u>Table 4-2</u>, Permitted Uses by Zoning District) are defined and described in <u>Appendix A</u>. The following paragraphs serve as a key to the summary table and indicate how each specific use is treated.

- A. Uses Permitted By Right ("P"): indicates that a use is allowed by right. Such uses are subject to all other applicable regulations of this Code.
- B. Conditional Uses (Permitted Subject to Conditional Use Standards) ("C"): indicates that a Conditional Use Permit must be applied for under the provisions of <u>Section 3.07.03</u>. The criteria for determining conditions under this permit are described in <u>Section 4.10</u>. Such uses are subject to all other applicable regulations of this Code.
- C. Uses Not Allowed ("-"): indicates that a use is not allowed.
- D. Uses Not Listed: The City Administrator or the Council's designee shall use the descriptions found in Chapter 10 [8.00] to determine how an unlisted use should be treated. The City Administrator shall produce an administrative policy for addressing unlisted uses, consistent with all other provisions of this Code, either allowing for administrative decisions by the City Administrator or requiring legislative action by the City Council, or a combination of both the above, depending on the circumstance.

(Ordinance 09-O-02 adopted 1/28/09)

**Table 4-2: Zoning Use Table** 

K (p e) y = : p er m itt e d u s c = co n di ti o n al us e

			ES D							E	IO 'N' OIS	ΤI	A	L		
U s e C a t e g o r i e s	S p e c i f i c U s e	AG	S F 1	S F 2	S F 3	T	M F	N H 1	N H 2	C 1	2	3	I 1	I 2	P	H
R	esio	der	ıti	al												
H o u s e h o l d L i v i	Single-family, detached	P	P	P	P	P	Р	P	P	P	P	The state of the s				-
n g	Single-famil	С	С	С	С	P	Р	P	1	P	P	1	-	-	1	

y, a t t a c h e d															
D u p l e x	ı	1	C	C	P	P	P	1	1	C	1	1	1	1	1
T o w n h o u s e	-	1	C	C	P	P	P	-	P	P	-	-	-	-	-
MultifamilyDwelling				C	C	P	C	C	C	C					
Manufactured Home	-			l i			P	P	C	C			i i		_
Н	С	С	C	C	C	C	C	C	P	P	-	-	-	-	-

	o m e O c c u p a t i o n														
	GroupHome (5 orfewer)	С	C	C	C	C	C	C		Р	P				
Group Living	GroupHome (6 ormore)	С				C	C	C	Р	P	P				
	N u r s i n g o r c o n v	С	-	-	1	C	C	C	-	Р	P	1	-	-	-

П	_															
11 11 11 11 11 11 11 11 11 11 11 11 11	a l e s c e n t h o m															
	R e t i r e m e n t c e n t e r a pa r t m e n t	O	-		I and the second	C	O	O	i i	P	P	-	-	-	-	
	Allothergroupliving	С	-			C	C	C	C	P	Р	-	-	-	-	
		P	u	bli	ic	aı	ıd	C	iv	ic	τ	se	es			
o m m	A l l C	P	C	С	С	-	С	1	1	С	P	-	-	-	-	-

n i t y S e r v i c e	m m u n i t y S e r v i c e														
	c e s F a m i l y h o m e d a y c a	P	P	P	P	C	C	P	P	P	P			-	-
D a y C a r e	Licensedchild-careho	Р	C	C	C		C			P	P				-
	D a y c a r e c e n	C	С	С	С			-		P	P	P	Р		-

Educational Facilities	t e r Alled u cational facilities		C C						C	E	N	N]	RI	L		•
u c a t i o n a l F a c i l i t i e	e d u c a t i o n a l f a c i l i t i e	Р	C	C	C	C	C	C	C		Р	Р			P	_
						NONRESID ENTIAL DISTRICTS										
	~															
U s e C a t e g o r i e s	S p e c i f i c U s e	A G	S F 1	S F 2	S F 3	T	F	M H 1	M H 2	1	2	3	I 1	1 2	P	P A F F
s e C a t e g o r i e	p e c i f i c U s e D e t e n t.		F	F	F			H	H							A F

	t h e r u s e s															
I n s t i t u t i o n s	A l l i n s t i t u t i o n s					C	C		1	C	P				P	
M e d i c a l F a c i l i	Hospitalservices (General)				-	-	-	-		C	C	Р	C			-
c i l i t i e s	H o s p i t a l s e r v i c e s	-	-	_	_	_	_	_	_	С	P	P	C	_	_	

	( L i m i t e d )															
	Allother medicalfacilities				C	C	C		ı	C	C	P	C	1		1
Park sand Open Area	Golfcourse/countryclub		C	C	C	_	C	_				P			C	Р
as	C e m e t e r y	С	-	-	-	-	-	-	1	1	1	С	С	P	P	-

	, Creemaatooriaa, Maausooleums, MeemooriaalParks															
	A l l o t h e r p a r k s a n d o p e n	С	C	C	C	C	C	C	C	P	P	P	P	P	P	Р
P a s s e n g e r	A i r p o r t s a	С	-	-	-	-	-	-	-	-	-	С	C	P	С	1

T e r m i n a l s	n d h e l i p o r t s R a i l t															
	r a n s i t	С	_	-	-	-	-	-	-	1	P	C	C	P	P	
Places of Workshop	A 1 1 u s e s	Р	P	P	C	P	P	P	C	С	P	P	P	P	P	-
U t i l i t i e s	A l l m a j o r u t i l i t i e s	С	C	C	C	C	C	C	C	O	P	Р	P	Р	P	(
	A l l m i n	Р	Р	Р	Р	Р	Р	P	Р	P	P	P	P	P	P	I

	r u t i l i t i e s															
	WirelessTransmissionFacilities	U	C	C	C		C			C	C	C	C	Р	C	·
C	on	ım	eı	ci	al	τ	Jse	es								
E a t i n g e s t a b l i s h m e	A l l u s e s	-	C	C	C	C	C	C	C	C	Ρ	P	C	-	-	(

NONRESID

RESIDENTIA

		L	D	IS	TI	RI	C'l	ΓS					A RI		TS	S
U s e C a t e g o r i e s	S p e c i f i c U s e	A G	S F 1	S F 2	S F 3	T	N F	M H 1	N H 2	1	2	3	I 1	I 2	P	P A F K
	B a r o r t a v e r	1	С	С	С	С	С	С	C	С	P	Р	Р	C		-
E n t e r t a i	A l l o t h e r i n d o o r		O	O	C	O	O	O	C	O	P	Р				_
n m e n t	Alloutdoorentertainment		C	C	C	C	C	C	C		C	Р	Р			С

	Adultorientedbusiness			i	i	1	i	i	i		i	1	C	P		-
O f f i c e	A l l u s e s	-	С	C	C	C	C	C	C	P	P	P	P	C		-
O v e r n i g h t A c c o m	B e d a n d B r e a k f a s t	С	C	C	C		C				P	P				
m o d a t i o n s *	A l l o t h e r u s e s	-		1							P	P			1	_
P a r k i n g	A 1 1 u s	-	1	-	-	-	-	-	-	1	Р	C	P	P	P	-

o m m e r c i a l	A 1															
	A	-	-		1	1			1	P	P	P	P	P		
R e t a i 1 S a 1	r i e n t e d u s e s															
l e s a n d S e r v i c e	All personal serviceorie	-	_							P	P	Ρ	Ρ	Р		-
	n t e d A	1	-	-	-	-	-	-	1	С	P	P	P	P	-	

S e l f S t	l repair-orienteduses All															
t o r a g e	u s e s	-	-	-	-	-	-	-	-	1	С	P	С	С	1	1
V e h i c l e S a l e	Fuelservice	-	-	-	-	-	-	-	-			P	P			
e S a l e s a n d S e r v i c e	Hazardousmaterialsale/		_	_	-	-	-	-	-			C	C	P		-

A l l o t h e r u s e s	Vehiclesales, rentalor	L i m i t e d v e h i c l e s e r v i c e	s t o r a g e
-			
_	_	_	
-			
-			
-			
С		C	
P	P	P	
P	P	P	
P	P	P	

**Industrial Uses** 

H e a v y I n d u s t r i a l	A 1 1 u s e s							P	
L i gh t I n d u s t r i a l	Research, testing, anddevelopmentlab						P	P	
WarehouseandFrei	A 1 u s e s						P	P	

r i e s	s e					Otl	nei	r U	Jse	es						
U s e C a t e g o	S p e c i f i c U	A G	S F 1	S F 2	S F 3	T	M F	M H 1	M H 2	C 1	2	3	I 1	I 2	P	
			ES D							E	N	ΤI	RI A RI	L		
Whooles aletrade	A l l u s e s	-	_	_	_	-	_	-	-	-	_	-	P	P	_	
W a s t e R e l a t e d S e r v i c e s	A 1 1 u s e s												C	Р		
g h t M o v e m e n t																

_																
	F a r m s t a n	Р	1	-	-	-	-	1	-	P	P	-	1	1	-	-
A g r i c u l t	K e n n e	С	1	1	1	1	1	1	1	1	1	1	P	P	-	-
u r e	A l l o t h e r u s e s	Р		_	-	-	-		-			-			-	_
R e s o u r c e E x t r a c t i o n	A 1 1 u s e s	С		_	_				_					C	_	-

(Ordinance 14-O-11 adopted 4/14/14; Ordinance 15-O-04 adopted 1/26/15)

#### 4.10 Conditional Use Criteria

#### 4.10.01 Procedure and Criteria

A conditional use application follows the same procedures as a rezoning application, The Planning and Zoning Commission will review an application for conditional use with consideration of the following criteria, which may exceed the standards prescribed in <a href="Chapter 6">Chapter 6</a>, Site Development Standards:

- A. Consistency with the Comprehensive Plan.
- B. Conformance with applicable regulations in this Code and standards established by the regulations.
- C. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk, scale, setbacks and open spaces, landscaping and site development, and access and circulation features.

- D. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent that such impacts exceed those which reasonably may result from use of the site by a permitted use.
- E. Modifications to the site plan which would result in increased compatibility or would mitigate potentially unfavorable impacts or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals and general welfare.
- F. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use.
- G. Protection of persons and property from erosion, flood or water damage, fire, noise, glare and similar hazards of impacts.
- H. Location, lighting and type of signs; and relation of sills to traffic control and adverse effect on adjacent properties.
- I. Adequacy and convenience of off-street parking and loading facilities.

#### 4.10.02 Required Findings

The Planning and Zoning Commission makes a recommendation to the City Council, based upon its findings that:

A. The proposed use is in accord with the objectives of these regulations and the purposes of the district in which the site is located.

(Ordinance 14-O-11 adopted 4/14/14)

- B. That the proposed use will comply [with] each of the applicable provisions of these regulations.
- C. That the proposed use and site development, together with any modifications applicable thereto, will be completely compatible with existing or permitted uses in the vicinity.
- D. That the conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and ensure compatibility with existing or permitted uses in the same district and the surrounding area, and that the prescribed Site Development Regulations do not provide enough mitigation of the impacts identified, thus warranting stricter standards, if so recommended.
- E. The Commission has given due consideration to all technical information supplied by the applicant.
- F. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

#### 4.10.03 Establishment of Conditions

The Planning and Zoning Commission may establish conditions for approval, including, but not limited to:

- A. requirements for special yards,
- B. open spaces,
- C. buffers.
- D. fences, walls and screening,
- E. landscaping,
- F. erosion control,
- G. street improvements and dedications,
- H. regulation of vehicle ingress and egress and traffic circulation,
- I. regulation of signs, hours and other characteristics of operation,
- J. requirements for maintenance of landscaping and other improvements,
- K. establishment of development schedules or time limits for performance of completion, and
- L. any other conditions the Commission deems necessary to insure compatibility with surrounding uses, preserving public health, safety, and welfare, and to enable the Commission to make its findings.

#### 4.11 Lot Design Standards

#### **4.11.01** Purpose

The purpose of this Section is to describe lot development standards for both residential and nonresidential lots. This section contains standards on lot size, minimum setback requirements, and maximum building heights in order to provide for a variety of housing and land development patterns and to meet the diverse needs of the current and future residents of Liberty Hill, all in a manner consistent with the goals and objectives set forth in the Comprehensive Plan. This Chapter also contains standards on maximum impervious cover, both for entire subdivisions as they are developed and for individual lots as they are built upon. The impervious cover standards are essential in order to manage or avoid the adverse problems of excessive quantity and degraded quality of urban stormwater runoff, increased erosion of downstream channels and waterways, reduced interception and absorption of rainfall and runoff by the soil and vegetative cover, increased reradiating of excessive heat from large pavement surfaces, and other related problems that can arise as a result of intensive urban development. Chapter 6, Site Development, has additional standards that pertain to both residential and nonresidential lots. Collectively, these standards exist in order to achieve a variety of housing and building types, as well as achieve the goals and policies identified in the City of Liberty Hill's Comprehensive Plan.

#### 4.11.02 Applicability

This Chapter identifies minimum standards for areas both within the City limits and the ETJ. Lot design standards within the Liberty Hill City limits are categorized by Zoning District. Because zoning only applies to areas within the City limits, these standards are nonbinding guidelines for development in the ETJ. However, these lot standards shall apply to areas previously outside the City limits after they are incorporated and then zoned through annexation procedures.

Lot sizes outside the City limits are also restricted by on-site wastewater treatment standards. Williamson County is the responsible entity for review and approval of applications for on-site wastewater treatment. For developments planning to utilize on-site treatment systems, please consult the Williamson County rules for On-site treatment standards.

#### 4.11.03 Minimum Requirements

Every building erected (or moved) and every lot platted for development must conform to the following minimum requirements:

- A. Meet the minimum lot requirements of at least one type of lot described in this Chapter;
- B. Have direct access to an approved public or private street or street right-of-way, as specified in this Code:
- C. Provide safe parking and fire and police access; and
- D. Meet the minimum dimensional, environmental, parking, landscaping, and water conservation requirements of this Code.

#### 4.11.04 Density, Impervious Cover and Maximum Lot Coverage Standards

Table 4-4 identifies the standards for lots within each zoning district that have been identified in Section 4.05.

- A. <u>Maximum Development Density</u>. Each Zoning District has a maximum number of dwelling units per acre that can be placed on a tract. In many cases, the total number of units that can be placed on a site, after considering the land area needed to accommodate infrastructure and environmental factors (right-of-way, drainage, floodplains, steep slopes, impervious cover limitations, minimum lot size standards, yard setbacks, and maximum lot coverage) will be less than the amount based simply on the maximum development density.
- B. <u>Maximum Lot Coverage</u>. Each buildable residential lot has a Maximum Lot Cover, expressed as a percentage, which represents the maximum percent of impervious surface area allowed on a lot within each particular Zoning District. It is computed as the total amount of impervious surface on the lot divided by the total lot area. Impervious surfaces on a lot include buildings, driveways, garages, porches, patios, private walks, accessory buildings, and any other impervious surfaces constructed on the lot. Building coverage is measured from the faces of the walls, not the eaves of the roof.

#### 4.11.05 Lot Dimension Standards

- A. <u>Minimum Lot Area</u>. Minimum Lot Area is the minimum amount of square footage allowed within a lot, based on its zoning district classification.
- B. <u>Minimum Lot Width</u>. The Minimum Lot Width is the minimum width of a lot (in feet), measured parallel to and along the front property line.

C. <u>Reduction of Minimum Residential Lot Width</u>. Residential lots on cul-de-sacs and eyebrows may have a reduced minimum lot width at the front property line, as follows:

Table 4-3: Reduction of Minimum Residential Lot Width

<b>Zoning District</b>	Cul-de-Sac and Eyebrow
	<b>Minimum Lot Frontage(ft)</b>

AG	NA
SF-1	50
SF-2	35
SF-3	35

### Zoning District Cul-de-Sac and Eyebrow Minimum Lot Frontage(ft)

TF	40
MF1	NA
MF2	NA
MH-1	35

- D. <u>Setback Measurements</u>. Side yard setbacks are measured from the side lot line with no vertical obstructions within the setback. Front and rear yard setbacks are measured from the front and rear lot lines, respectively.
- E. <u>Width to Depth Ratio</u>. The average depth of any lot shall not exceed four times the average width of the lot.

**Table 4-4: Lot Design Standards** 

	Max. Develop. Density (units/ac)	Min. Lot Area (ft2)	Min. Lot Width	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Side Yard Setback*	Max. Building Height	
	RESIDENTIAL							
AG-Agricultural	0.1	120,000	200	35	30	20	35	
SF1-Low Density Residential	1	30,000	100	30	25	15	35	
SF2-Medium Density Residential	6.7	6,500	55	20	10	5	35	
SF3-High Density Residential	10	4,400	45	15	5	5	35	
TF-Duplex	8	below	35	15	5	5	35	

Residential								
MF1-Multifamily	20	below	75	25	20	15	35	
MF2-Multifamily	20	below	75	25	20	15	35	
MH1- Manufactured Housing*	6.7	6,500	55	20	10	5	35	
MH2-Manuf. Housing	4	see below	300	20	10	see below	35	
	NONRESIDENTIAL							
C1-Neighborhood Comm./Retail	-	-	50	20	15	7	25	
C2-Downtown Comm./Retail	-	-	50	25	15	7	45	
C3-General Comm./Retail	-	-	50	25	15	7	45	
I1-Light Industrial	-	-	50	40	25	15	45	
I2-General Industrial	-	-	50	50	30	15	45	
P-Public/ Institutional/ Civic	-	-	70	15	15	15	35	
PARK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

The following Notes apply to Table 4-4:

- A. Impervious Cover Limitations also subject to Edwards Aquifer Rules where applicable inside the City's jurisdiction.
- B. Minimum side setbacks may be waived for one side for "zero lot line" residential subdivisions (one side of each lot shall adhere to the minimum setback requirements in such case)
- C. Minimum side yard and back yard and lot area requirements may be modified using PUD in a mixed-use development
- D. Minimum lot sizes (and minimum lot areas):
- E. 3,000 sq. ft min. lot area per living unit in multifamily and duplex development
- F. 7,500 sq. ft. min. lot area per living unit in MH2 districts and minimum 15' side separation between homes.
- G. 7,500 sq. ft. duplex multifamily lots within a high-density urban residential neighborhood (and modify the widths and setbacks)
- H. Max Lot Coverage = Total amount of impervious cover per lot (including building and impervious areas)
- I. Maximum Impervious Cover = (% Coverage Allowed) X (Net Site Area). Lots have an Impervious

Cover limitation that is part of the Max Lot Coverage. In other words, maximum impervious cover applies to an entire development, whereas maximum lot coverage applies to individual lots. Nonresidential Development uses Maximum Impervious Cover only.

- J. Lot size and Maximum Lot Coverage may be reduced for Clustered Residential Development.
- K. Maximum of 8 living units in a row, per building
- L. For corner lots, the side yard setback on side facing public right-of-way shall meet the same as front yard setback.

#### 4.11.06 Accessory Building Standards

Accessory buildings on residential lots shall meet all front and side yard requirements for primary structures. However when the accessory building is located behind the rear facade of the primary structure, then it may meet the following setback:

- A. If the accessory building is two hundred (200) square feet or less in area and eight (8) feet or less in height, then it shall be set back a minimum of three (3) feet from the property line.
- B. If the accessory structure is greater than two hundred (200) square feet in area or eight (8) feet in height, then it shall be set back one (1) additional foot from the property line for each one (1) foot in height up to the minimum setback for a primary structure.
- C. Notwithstanding the above, any garage or carport shall be set back a minimum of ten (10) feet from a right-of-way.

#### **4.11.07** Portable Building Standards

No portable storage building shall be erected in any required setback area; provided, however, that a portable storage building on a single-family residential lot may be excluded from this requirement if the City Administrator or his designee determines that the portable building does not require a building permit and that a minimum unobstructed setback distance of five (5) feet is maintained between the primary residential building and the portable building. In such cases, the portable building must be located at a minimum distance of three (3) feet from the property line.

#### 4.11.08 Residential Frontage

Residential lots with frontage on an arterial street shall also have frontage on a local street so that such lot(s) have vehicular access to a local street and not only to an arterial.

#### 4.11.09 Lot Numbering

All lots must be numbered consecutively within each block.

#### 4.11.10 Blocks

Blocks shall be laid out to provide effective connectivity within and among subdivisions and neighborhoods. The total block length in any case shall not exceed one thousand three hundred and twenty (1,320) feet except in Nonresidential, Multifamily, and Agricultural Residential Zoning Districts, where the block length may not exceed ten (10) times the minimum lot width permitted in the district.

# 4.11.11 Zero lot line buildings $^2$

Zero lot line development allows single-family residential buildings (including town homes and garden apartments) as part of a subdivision to be built to the side property line. For this type of development, only one of the side yard setbacks may be waived for areas between housing units. However, the minimum setbacks shall remain for at least one side of the lot. If there are two separate residential developments, side yard setbacks between the two developments shall still apply.

#### 4.11.12 Cluster development

For residential subdivisions using a cluster development, minimum lot standards may be decreased based on a Planned Unit Development Concept.

#### 4.12 Accessory Uses

#### **4.12.01** General

Any accessory use may be permitted provided there is association with a primary use that may be permitted in accordance with Section 4.8 [sic] of this Code. The establishment of such accessory uses shall be consistent with any or all of the following standards:

- A. The accessory use shall be subordinate to and support a primary use or principal;
- B. The accessory use shall be subordinate in area, extent or purpose to the primary use;
- C. The accessory use shall contribute to the comfort, convenience or necessity of the primary use;
- D. The accessory use shall be located within the same zoning district as the primary use; and/or
- E. Accessory uses located in residential districts shall not be used for commercial purposes other than authorized and legitimate Home Occupations.

#### 4.12.02 Home Occupations

A home occupation is that accessory use of a dwelling that shall constitute all or some portion of the livelihood of a person or persons living in the dwelling. The home occupation shall be clearly incidental to the residential use of the dwelling and shall not change the essential residential character of the dwelling or adversely affect the uses permitted in the district of which it is a part.

- A. <u>Home Occupation Types</u>. Home occupations are permitted provided the occupation meets the following provisions:
- 1. Is conducted entirely within a dwelling or integral part thereof and has no outside storage of any kind related to the home occupation;
- 2. Is clearly incidental and secondary to the principal use of the dwelling;
- 3. Does not affect the residential character of the dwelling nor cause the dwelling to be extended;
- 4. No identification sign or advertising of the home occupation is placed or situated on the site or structures;
- 5. Deliveries by commercial vehicle occur generally between the hours of 8 a.m. and 6 p.m. with the exception of package couriers;
- 6. Do not create disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, unhealthy or unsightly condition, traffic, or parking problem;
- 7. Does not create a nuisance.
- B. Prohibited Home Occupations. The following are prohibited as Home Occupations:
- 1. Animal hospitals, stables, or kennels;
- 2. Mortuaries:
- 3. Private clubs;
- 4. Repair shops;
- 5. Restaurants (excluding Bed and Breakfasts);
- 6. Automobile or mechanical paint or repair shops;
- 7. Doctor, dentist, veterinarian or other medically related office; or
- 8. Rooming/Boarding House.
- 9. Barber shops and Beauticians.

#### **4.12.03** Day Care

All day care facilities shall meet the minimum state requirements for such facilities and shall be registered with the State of Texas.

#### 4.12.04 Outdoor Display and Storage

Outdoor display and storage shall be allowed in nonresidential districts provided that the storage does not result in a safety hazard to subject property, adjacent property, pedestrians, or vehicles.

#### **4.13** Wireless Transmission Facilities

A Wireless Transmission Facility (WTF) is permitted in accordance with <u>Table 4-4</u>. Wireless Transmission Facilities are allowed, without a Conditional Use Permit, on existing towers or tanks, utility, lighting standard, sign support or other appropriate structures provided that the antenna or related equipment or structures do not exceed, by 10 feet, the lesser of the height of the structure or the height limits of the highest permitted structure in the district in which it is located.

#### 4.14 Nonconforming Uses

#### **4.14.01** Purpose

Nonconforming uses are lawful uses within a zoning district that do not conform to the requirements of this Code when it is adopted, or when any amendments thereto, take effect.

#### 4.14.02 Description

- A. Any use of property existing at the time of the passage of this section of the Code that does not conform with the regulations prescribed in the preceding sections of this Code shall be deemed a nonconforming use, except that any single-family, duplex, or apartment use existing at the time of passage of this Code shall be thereafter deemed a conforming use.
- B. The lawful use of land existing at the time of the passage of this Section of the Code, although such use does not conform to the provisions hereof, may be continued, but if said nonconforming use is discontinued for a period of time in excess of six (6) consecutive months, any future use of said premises shall be in conformance with the provisions of this Code.
- C. The lawful use of the building at the time of the passage of this ordinance may be continued although such does not conform to the provisions hereof, and such use may be extended throughout the building provided no structural alterations except those required by law or ordinance are made therein. If no structural alterations are made, a nonconforming use of the building may be changed to another nonconforming use of the same or more restricted classification; provided, however, that in the event that a nonconforming use of a building is once changed to a nonconforming use of a more restricted classification, it shall not later be reverted to the former lower or less restricted classification (e.g., from C1 to SF2).
- D. The right to maintain the nonconforming use shall be subject to such regulations as to maintenance of the premises and conditions of operation as may, in the judgment of the City Council, be reasonably required for the protection of adjacent property.
- E. A nonconforming use shall not be extended or rebuilt in case of obsolescence or total destruction by fire or other cause. In cases of partial destruction by fire or other causes, not exceeding fifty (50) percent of its value, the building inspector shall issue a permit for reconstruction. If greater than fifty (50) percent and less than the total, the City Council, may grant a permit for repair after public hearing and having due regard for the property rights of the persons affected when considered in the light of the public welfare and the character of the area surrounding the designated nonconforming use and of the conservation and preservation of property.
- F. A violation of this code provision and a request for a nonconforming designation or request for relief under this designation shall not create an estoppel of the trial of any lawsuit which may be filed in any court.
- G. Notwithstanding any other provisions of <u>Chapter 4</u>, any legal nonconforming use of property existing as of the date of adoption of this Code that does not conform with the regulations prescribed in the UDC of the City of Liberty Hill, shall be deemed a nonconforming use, subject to the provisions contained in this section.
- H. The lawful conforming use of land existing at the time of the passage of this ordinance, although such use does not conform to the provisions hereof, may be continued as a conforming use, but if said use is discontinued for a period of time in excess of six (6) months, any future use of said premises shall be in conformity with the provisions of the current regulations relating to the zoning district in which the property is located.
- I. If such conforming use is changed to a use otherwise authorized in said zoning district, then such premises may be used thereafter only for a use authorized in the zoning district where the premises are located.
- J. The use authorized herein as a conforming use may not be changed to another use not authorized by the use regulations in the zoning district where the premises are located.

#### 4.15 Vested Rights

A. <u>Applicability</u>. The provisions of this Section apply to any Application for Development Approval in which the Applicant claims an exemption from any provision of this Chapter based on common law or statutory vested rights.

- B. <u>Criteria</u>. Common law vested rights shall be acknowledged by the City Council or its designee after consultation with the City Attorney if the applicant for common law vested rights does not demonstrate entitlement to statutory vested rights as provided in subsection C, below. A request for such an acknowledgement must include documents establishing the criteria listed below together with an application review fee to offset the City's costs. The City Administrator may request additional relevant material prior to issuing the acknowledgement. The applicant for common law vested rights must show compliance with the following criteria for the specific project to obtain such rights:
- 1. In reliance upon properly issued permits or approvals the applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approvals; and
- 2. The applicant proceeded in good faith, and no approvals or permits have lapsed or been revoked; and
- 3. The applicant has sufficiently and legally established any other factor that may demonstrate vested rights under State or Federal law.
- C. <u>Statutory Vested Rights</u>. No Vested Rights Determination that is requested as a basis for approval of an Application for Development Approval shall be issued unless the applicant demonstrates entitlement to common law vested rights as provided in subsection B above and demonstrates compliance with the following criteria for statutory vested rights:
- 1. The applicant used its property or filed an application as provided in Texas Local Government Code §43.002 prior to annexation by the City of Liberty Hill, and the regulations against which vested rights are claimed are not subject to an exemption as provided in Texas Local Government Code §43.002(c).
- 2. The applicant filed an application as provided in Texas Local Government Code chapter 245 prior to adoption of the regulations pursuant to which vested rights are claimed, that the regulations which are the basis for the claim of vested rights are not subject to an exemption as provided in Texas Local Government Code §245.004 and that the project has not become dormant as defined in Texas Local Government Code §245.005 and this Chapter.
- D. <u>Consent Agreements</u>. Any Applicant for a Vested Rights Determination may apply for Consent Agreement Approval provided that the requirements of 4.15.D.1 are satisfied or the required approval is for one (1) or more, but less than all phases of the proposed development. An application for Consent Agreement Approval may be approved subject to compliance with requirements of a Consent Agreement. An application for a Consent Agreement Approval may be filed concurrent with an Application for a Vested Rights Determination, or at any time prior to approval of a final decision relating to an Application for a Vested Rights Determination by the City Attorney or the City Council.
- 1. <u>Terms and conditions</u>. Consent Agreement shall be signed by the City Attorney, the City Administrator, and the Applicant and shall include the following terms and conditions:
- i. A legal description of the subject property and the names of the legal and equitable owners;
- ii. The duration of the consent agreement and the conditions that will result in revocation;
- iii. The uses permitted on the property, including population densities and/or building intensities and height;
- iv. A description of the public facilities that will service the proposed development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure that public facilities are available concurrent with the impacts of the development;
- v. A description of any preservation or dedication of land for public purposes;
- vi. A description of all development approvals, permits, or other local or State approvals needed for the proposed development;
- vii. A finding that the proposed development is consistent with the Master Plan and the relevant provisions of this Chapter;
- viii. A description of any conditions, terms, restrictions, or other requirements determined to be necessary for the preservation and protection of the public health, safety, or welfare;
- ix. A statement indicating that the omission of a limitation or restriction shall not relieve the Applicant

of the necessity of complying with all applicable local, state and federal laws;

- x. A phasing plan indicating the anticipated commencement and completion date of all phases of the proposed development; and
- xi. A statement that the City Attorney and City Council or its designee shall review progress pursuant to the consent agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the consent agreement.
- 2. <u>Failure to comply with Consent Agreement</u>. If the City Council finds, on the basis of substantial competent evidence, that the applicant has failed to comply with the terms of the Consent Agreement, the Consent Agreement may be revoked or modified by the City Council after a public hearing which has been noticed by publication, and for which written notice has been expressly provided to the Applicant.

# 4.16 Recognition of Vested Rights Derived From Texas Local Government Code Chapter 245 4.16.01 Purpose.

This section provides a methodology for the registration of permits, and permit applications, with the City Administrator so that a determination can be made as to whether the permit, or permit application is one that would afford a project with the "vested rights" as provided in Chapter 245 and §43.002 of the Texas Local Government Code. The purpose for such registration and determination is to assist City Staff in their review of the applicability of Chapter 245 or §43.002 to a particular project. This section shall not apply to a claim of right under common law, a federal or state statute, other than Chapter 245 or §43.002, or the state or federal constitutions. Any claim of right made under any law or authority, other than Chapter 245 or §43.002, shall be made to the City Administrator in writing. The City Administrator shall advise the City Attorney of the claim, and the City Attorney shall make a determination of the validity of the claim within twenty (20) days of its receipt by the City; provided, however, that the twenty (20) day period shall not begin to run until all requisite information to support the claim has been submitted. Additionally, as provided in subsection (g) of this section, this section shall not apply to the types of ordinances, or other governmental action, enumerated in VTCA Local Government Code §245.004 or exempt from the requirements of Local Government Code §43.002.

#### 4.16.02 Vested rights recognition process.

- A. <u>Initiation</u>. An application may be made to the City Administrator for recognition of vested rights for a particular project by completion of a form provided by the City Administrator that indicates which permit or permits are being relied upon by the applicant for establishment of vested rights. The applicant shall provide the City Administrator with a completed application together with a permit application review fee required by the City and two (2) copies of any documents applicant is relying upon to establish vested rights.
- Review and Approval. After receiving an application for recognition of vested rights, the City Administrator shall review the application and approve, deny or request additional information to be provided by the applicant for consideration within twenty (20) working days. Should the permit, which is the basis for vested rights recognition, have been issued by a governmental agency other than the City, the City Administrator shall request the City Attorney to determine whether the permit establishes rights under Chapter 245 of the Texas Local Government Code. In the event the City Administrator does not respond to an application for vested rights within twenty (20) working days, the application will be considered denied. Provided, however, the time period may be extended upon the written request of the applicant. Upon review of the application, if the City Administrator finds that the applicant has provided sufficient information to establish that one (1) or more legally sufficient and applicable permit(s) exists on a project, the City Administrator shall issue a certificate to the applicant recognizing vested rights for the project which shall be dated and signed by the City Administrator. The City Administrator shall review all certificates prior to issuance to ensure it clearly indicates the term and conditions (indicated above) required for the continuation of the recognition of the vested rights. In the event the City Administrator requests additional information for consideration of an application, the applicant shall be notified in writing within the required time period of specifically what information must be submitted in order to complete the review of the application.
- C. Should the application be denied, the City Administrator may enumerate in writing any and all reasons for such denial, which shall be delivered to the applicant within the time period allowed for review.
- D. Recordation. The City Administrator shall create a file of all certificates issued pursuant to this

Section of the Code that will be available for the public's review during regular business hours. At a minimum the file should contain all certificates issued for a three-calendar year period and should be reviewed annually to remove certificates more than three (3) years old. Certificates more than three (3) years old may be made available in conformance with the Public Information Act.

- E. <u>Vested rights recognition process appeal</u>. In the event an applicant for recognition of vested rights is denied recognition of a vested right by the City Administrator and is aggrieved by such action or by the application of the above requirements, the applicant may appeal the decision of the City Administrator to the City Council by filing a request for appeal with the City Administrator within fifteen (15) calendar days from the date the applicant is notified of the adverse decision or action taken. The application for appeal shall be made in writing and shall contain the applicant's factual and/or legal rationale for the appeal. The City Administrator shall place the appeal on the next agenda of the City Council and the City Council shall hold a hearing on the appeal and make its ruling within thirty (30) days from the date the hearing is held by the City Council. The city clerk shall schedule the hearing of the final appeal at the earliest regularly scheduled meeting of the City Council and comply with the requirements of the Texas Open Meetings Act. The decision of the City Council shall be final.
- F. <u>Variance</u>. An individual, or business entity, that has applied for a vested rights determination may request a variance from the time limit, required action, or term that would otherwise cause the vested rights to expire. An individual requesting a variance shall make written application to the City Administrator and pay the required fee[.] A request for variance shall identify the specific provisions for which a variance is being requested and the reasons that justify granting the variance. The City Administrator shall review the application for variance and provide a written recommendation with regard to whether the variance should be granted, conditionally granted or denied to the City Council within thirty (30) days from the date the application for variance is filed. In the event the City Council fails to make a ruling on the variance within sixty (60) days from the date the application for variance is filed, the application for variance shall be deemed denied. Provided, however, the time period may be extended upon the written request of the applicant. In order to grant a variance from the provisions of this section, the City Council must find that:
- 1. The applicant would suffer a hardship in the absence of a variance that is not the result of the applicant's own negligence; and
- 2. The applicant has been actively and diligently attempting to pursue and complete development of the project that is the subject of the vested rights; and
- 3. Compliance with rules and regulations that were enacted after the application for recognition of vested rights would cause a substantial economic hardship to the developer/property owner that would preclude the capability of completing the project in a reasonable and prudent manner.
- G. The City Administrator shall schedule the hearing of the appeal at the earliest regularly scheduled meeting of the City Council that will allow compliance with the requirements of the Texas Open Meetings Act. The decision of the city council shall be final.
- H. <u>Exemption from vested rights</u>. The types of ordinances enumerated in Local Government Code §245.004 are exempt from this section and will apply to a project or development regardless of the effective date of the ordinance or the existence of vested rights for the project.
- I. <u>Future ordinances</u>. Any ordinance that concerns the development of real property and is adopted after the adoption of this Code, which incorporates this section into the Code, may specifically state whether it is the type of ordinance that is exempted by §245.004. However, the absence of such a statement shall not be determinative as to whether the ordinance is or is not exempted.
- J. <u>Existing ordinances</u>. This section shall not be applicable to any ordinance that concerns the development of real property; as adopted prior to the adoption of this chapter and is exempted by §245.004 from the protection provided by Chapter 245.
- K. <u>Determination by City Attorney</u>. Should a question arise as to whether an Ordinance is exempted from Local Government Code Chapter 245 the City Administrator shall request an opinion from the City Attorney and the City Attorney shall render a decision.
- L. <u>Duration</u>. This section shall not extend the time of validity for any permit. Any rights recognized by the application of this section shall not extend beyond the time periods prescribed for the validity of the permit or permits that were submitted for recognition except by the granting of a variance from the time

limit as provided herein.

- M. <u>Voluntary Compliance</u>. Nothing herein would prohibit any applicant from the voluntary compliance with any future ordinance, regulation or incentive.
- N. <u>Chapter 245 of Texas Local Government Code adopted.</u> Chapter 245 of the Texas Local Government Code, as adopted in 2001 by the 77th Legislature, Regular session is hereby adopted and incorporated by reference herein. Should Chapter 245 be repealed by the Legislature it shall remain effective as part of this Code for one year from the date of such repeal. During said period City Council shall take action it deems necessary to provide municipal protection for ongoing projects from the adverse impact of unanticipated subsequent regulations.

# 4.17 Dormant Projects<sup>3</sup>

### 4.17.01 Purpose

The purpose of this Section is to provide an expiration date for Permits, approved prior to this adoption of this Section, which lack an expiration date, as provided in Texas Local Government Code §245.005.

#### 4.17.02 Applicability

The provisions of this section apply to any Permit if as of the first anniversary of the effective date of Chapter 245 of the Texas Local Government Code:

- A. the permit does not have an expiration date; and
- B. no progress has been made towards completion of the project, as defined in Texas Local Government Code §245.005.

#### 4.17.03 Expiration of Dormant Projects

A dormant project, as defined in <u>subsection 4.17.02</u>, above, shall expire on one of the following dates, whichever comes later:

- A. The fifth anniversary of the effective date of Chapter 245 of the Local Government Code; or
- B. The expiration date established by applying the subsection discussing regulations pertaining to the Permit as established in <a href="Chapter 3">Chapter 3</a> "Applications and Permits["]; or
- C. The expiration date for a Permit subject to <u>section 4.16</u> of this Chapter for any eligible Permit as set forth in <u>section 4.16</u>.

#### 5.00 Subdivision, Infrastructure and Public Improvements

#### 5.01 Purpose and Intent

The purpose of this Chapter is to assure that subdivision and site development projects constructed within the City of Liberty Hill and its extraterritorial jurisdiction (ETJ), are adequately furnished with necessary public infrastructure. These include water, wastewater, stormwater drainage, roads, and open space resources.

Design and construction of infrastructure in the City and ETJ shall be consistent with the policies and guidelines established in the most recent versions of the Liberty Hill Comprehensive Plan. Any interpretation of the requirements of this Section shall be made in a manner consistent with the Comprehensive Plan.

#### 5.02 Conformance with the Comprehensive Plan

This chapter addresses policies contained in the Comprehensive Plan and legal requirements for the adequate provision of infrastructure for the health, safety, and welfare of the residents of the City of Liberty Hill and its surroundings.

#### 5.03 General Standards

#### 5.03.01 Unapproved Final Plat or Site Development

City approvals, including but not limited to building, repair, plumbing, or electrical permits, shall not be issued by the City for any structure on a lot in a subdivision or on a parcel for which a final plat or site development permit has not been approved and filed for record.

#### 5.03.02 Compliance with Standards

Full compliance with the standards contained within this Code must be obtained before the issuance of a building repair, plumbing or electrical permit for any structure on a lot within a subdivision within the jurisdiction of the

City.

### 5.03.03 Review, Permit and Enforcement Authority

In fulfilling any responsibilities in this Section that require technical or other expertise, the City Administrator or designee of the Council shall rely on the assistance of City Engineer or another designee for such expertise.

#### 5.03.04 No City Maintenance

The City shall not repair, maintain, install or provide any streets or public utilities or services in any subdivision for which a final plat has not been approved and filed for record, nor any parcel or lot for which a site development permit has not been issued, nor in which the standards contained herein or referred to herein have not been complied with in full.

#### 5.03.05 No Utility Service

The City shall not sell or supply water, gas, electricity or sewerage within a subdivision for which a final plat has not been approved and filed for record, or parcel or lot for which a site development permit has not been issued, nor in which the standards contained herein have not been complied with in full.

#### 5.03.06 Grandfather Provisions

The provisions of this Section shall not be construed to prohibit the issuance of permits for any lot or undivided tract or parcel of land upon which a structure exists that was in existence prior to the passage of this Code.

#### 5.03.07 Required Improvements

In the absence of any provision to the contrary, the subdivider, developer or applicant shall provide the following improvements, as approved in the construction plans, in conformance with the standards, specifications and requirements of this Unified Development Code:

- A. Streets including rights-of-way, alleys, sidewalks, bridges, signalization, and street lighting;
- B. Water system including utility easements, water distribution lines, fire hydrants, valves, pumps, and water towers in conformance with the terms and regulations of the provider of said utility;
- C. Sanitary sewer system including utility easements, sanitary sewer lines, manholes, and lift stations in conformance with the terms and regulations of the provider of said utility;
- D. Drainage system including drainage easements, channels, storm sewer lines and inlets, basins, control structures, and landscaping;
- E. Park land;
- F. Permanent monument markers;
- G. Utilities for electric and telephone service and associated utility easements installed in conformance with the terms and regulations of the provider of said utility;
- H. Gas, cable television and other telecommunications service and associated utility easements, when provided, installed in conformance with the terms and regulations of the provider of said utility.

#### 5.03.08 Improvement Continuity and Integration

All improvements must be designed and installed so as to provide for a logical system of utilities, drainage and streets and to create continuity of improvements for the development of adjacent properties. Pedestrian, vehicle, water, wastewater and drainage improvements must be extended to the perimeter of a subdivision.

#### 5.03.09 Improvement Plans

Plans for the improvements required by this Chapter shall be prepared and approved in accordance with the provisions contained herein and certified for accuracy and completeness by a registered professional engineer licensed by the State of Texas.

After completion of construction, the developer shall deliver to the City as-built construction documents indicating all improvements, new construction, and upgrades. These documents shall clearly indicate the location of all improvements including the location of above-and-below ground utilities. The documents shall include a certification from a licensed Professional Engineer that all construction required by this code was performed in compliance with the standards and specifications required of this code.

#### **5.03.10** Acceptance of Improvements

During the course of installation and construction of the required improvements, the City Engineer or another

designee of the City Administrator shall make periodic inspections of the work to insure that all improvements comply with this Code and other municipal, county and State requirements. Upon completion of installation and construction of all required improvements, the developer may seek acceptance of all public improvements by the City by submitting the required number of copies of as-built plans and a one year maintenance bond in an amount as specified at the time of final plat submittal. In addition, the developer shall provide a statement signed by a registered professional engineer that all improvements have been installed and constructed in accordance with the submitted as-built plans.

#### 5.03.11 Maintenance and Supervision

Where a subdivision contains sewers, sewage treatment facilities, water supply systems, parks and grounds held in common, drainage facilities, or other physical facilities necessary or desirable for the welfare of the area, or that are of common use or benefit which are not or cannot be satisfactorily maintained by an existing public agency, provision shall be made which is acceptable to the City for the proper and continuous operation, maintenance, and supervision of such facilities. A copy of the agreements providing for the proper and continuous operation, maintenance and supervision of such facilities shall be presented to the City Administrator and approved as to form by the City Attorney at the time of final plat approval or site development permit issuance and shall be filed of record with the plat or permit thereof.

#### **5.04** Adequate Public Facilities Processing Procedures

- A. A final plat or replat or site development permit will not be approved unless the land proposed for subdivision or site development is adequately served by essential public facilities and services. These services include:
- 1. Streets including alleys, bridges and street lighting, rights-of-way, sidewalks, signalization.
- 2. Water system including wells (where used), utility easements, water distribution lines, fire hydrants, valves, pumps, pressure tanks, water towers and other water facilities.
- 3. Sanitary sewer system including utility easements, sanitary sewer lines, manholes, and lift stations.
- 4. Drainage system including drainage easements, culverts, channels, storm sewer lines and inlets, basins, control structures, and landscaping.
- 5. Park land in accordance with parkland dedication requirements.
- 6. Utilities for electric and telephone service and associated utility easements shall be installed in conformance with the terms and regulations of the provider of said utility[.]
- 7. Gas and cable television service and other telecommunications service and associated utility easements, when provided, shall be installed in conformance with the terms and regulations of the provider of said utility.
- B. The City of Round Rock's Design and Construction Standards shall apply for all public facilities within the City limits and ETJ of Liberty Hill. This policy may be further defined and supplemented by other codes adopted by the City.
- C. Where appropriate, a letter from each respective utility service provider (when such utility is not provided by the City of Liberty Hill) which states that all requirements have been met, is sufficient in meeting the intent of this section.

#### 5.05 Street Access.

A plat or replat or site development permit will not be approved unless the proposed lot(s) have safe and reliable street access for daily use and emergency purposes. A plat or replat will not be approved unless the proposed lot(s) have direct access to an improved public street, private street, or an approved public way, and connected by improved public street to an improved public thoroughfare. Except for lots which are provided access from an approved cul-de-sac, all subdivisions must have at least two means of vehicular access or approach on a paved public right-of-way. Where development phasing or constraints of the land prevent the provision of a second, separate means of access, the City may, in its sole discretion, accept a temporary street connection, or median divided street or entry to satisfy this requirement.

A site development permit will not be approved unless the parcel on which the development is proposed is a legal lot, duly recorded in the County Deed Records. Such legal lot shall have safe and reliable street access for daily use and emergency purposes. The permit will not be approved unless the lot has direct access to an improved public street, private street, or an approved public way, and connected by improved public street to an improved

public thoroughfare.

#### 5.06 Lighting

A plat or replat or site development permit will not be approved unless lighting requirements as defined in this Code are met.

#### **5.07** Water

A plat or replat or site development permit will not be approved unless the proposed lot(s) or development is connected to a water supply system which is capable of providing adequate water for health and emergency purposes. Except for lots along an approved cul-de-sac or where it is impracticable, all lots must be provided service connections from a looped water main providing water flow from two directions or sources. New developments or improvements of existing developments should consult the City of Liberty Hill or appropriate utility provider for compliance.

#### 5.08 Wastewater

A plat or replat or site development permit will not be approved unless the proposed lot(s) or site developments are served by an approved means of wastewater collection and treatment. The projected wastewater discharge of a proposed development shall not exceed the proposed capacity of the proposed development's wastewater system. The City may require the phasing of development and/or improvements to the systems so as to maintain adequate wastewater capacity. New developments or improvements of existing developments should consult the City of Liberty Hill or appropriate wastewater utility service provider for compliance.

#### **5.09** Fire Protection

Water service must be sufficient to meet the fire flow requirements of the proposed development, except where a suitable alternative means of fire protection is approved by the City Volunteer Fire Department Chief, or his designee, and the City Engineer. The City may require the phasing of development, and/or the construction of improvements to maintain adequate fire protection.

#### 5.10 Drainage

Increased stormwater runoff attributable to new development must not exceed the capacity of the downstream drainage systems or adversely affect adjoining property. Where the projected runoff would exceed capacity based on the standards specified in this Code, the City may require the phasing of development, the use of control methods such as retention or detention, and/or the construction of off-site drainage improvements as means of mitigation. New developments or improvements of existing developments should consult the City of Liberty Hill for compliance.

#### 5.11 Parks and Recreation

- (a) The provision of adequate parkland for use as parks is necessary for the protection of public health, safety and general welfare of the community. The city has attempted to provide parks to serve the immediate recreational needs of residents near their homes, but it faces a severe shortage of local recreational space as new subdivisions are approved and the city's population grows. Accordingly, it appears that the provision of parks can best be accomplished in conjunction with the platting and development of new residential areas, which increase the need for parkland and whose residents will be direct beneficiaries of the provision of such parkland.
- (b) The subdividers of all residential subdivision of more than four single-family lots shall be required to provide for the parkland needs of future residents through the clear fee simple dedication of suitable land for park and recreational purposes. Nonresidential subdivisions and residential subdivision of four or fewer single-family lots shall not be subject to the parkland dedication requirements of this section.
- (c) The subdivider shall dedicate parkland to the city as a part of the final plat approval. The area to be dedicated for the purpose of parkland shall be shown on the conceptual plan, the preliminary plat, and the final plat, and shall be included in the dedication statement. The parkland shall be dedicated to the city by general warranty deed, and acceptable evidence of clear title and evidence that all taxes have been paid shall be furnished by the city.
- (d) The minimum amount of land required to be dedicated as parkland shall be 8% of the total subdivision acreage proposed for residential use, excluding acreage within the 100-year floodplain.
- (e) Land dedicated for park and recreational purposes shall be of size, character, and location consistent with the standards outlined below:

- (1) If necessary for optimum park placement, large dedicatory requirements under this section may be accomplished by dedication of two or more separate park sites as long as each size meets the requirements set out in this section.
- (2) The dedicated parkland shall provide a minimum of 200 feet of frontage on a dedicated public street or of a width acceptable to the parks board and the city.
- (3) At least 50% of the dedicated parkland shall be level, well-drained, and suitable for use as an open playfield.
- (4) Water and wastewater connections shall be readily available at the park site with water and wastewater lines located along the street frontage of the park. The subdivider must demonstrate that there is sufficient water and wastewater utility line capacity available to serve the park.
- (5) The area shall not be subject to any reservation of record, encumbrances of any kind, or easements which will interfere with the use of the land for park or recreational purposes.
- (f) All land proposed for dedication as parkland that is located in a floodplain area shall:
- (1) Be easily accessible and have adequate street frontage:
- (2) Have any alteration of its natural character and that of its waterway approved by the parks board and city;
- (3) Be at least 100 feet in width, or of a width acceptable to the parks board and the city;
- (4) Have a configuration and topography suitable for placement of facilities such as playgrounds, picnic facilities, and open playfields.
- (g) If a subdivider is unable to meet the standards set out in subsections (d) and (e) above, resort may be had to one or more of the following alternatives:
- (1) Dedication by the subdivider of a unique area of natural beauty or an area possessing unique natural features or biologically valuable qualities;
- (2) The combination of two or more required dedications to form a single, viable park area;
- (3) Land dedication that would expand existing parks or recreation facilities; and/or
- (4) Transfer of required parkland dedication in one subdivision to another location owned by the same subdivider within one-half mile of the proposed subdivision.
- (h) When an area is required to be dedicated, the city may require a cash payment in lieu of dedication or parkland.
- (1) Where with respect to a particular subdivision the city council determines that a subdivider is unable to meet the requirements of subsections (e), (f) and (g) above, the subdivider may be required to deposit a cash payment with the city. The amount of such cash payments shall be in accordance with the provisions set out in this section. Alternatively, the city may accept a combination of parkland dedication and a cash payment in lieu of a portion of the parkland dedication.
- (2) All cash payments shall be used exclusively for the acquisition and/or improvement of parks.
- (i) The amount of cash payment to be made to the city shall be 8% of the fair market value of the land proposed to be subdivided, as determined by a qualified real estate appraiser employed by the city, less a credit for the value of the land actually dedicated for parkland as determined by such real estate appraiser. A subdivider, at his own expense, may obtain an additional appraisal by a qualified real estate appraiser mutually agreed upon by the city and the subdivider. In such case, the city council shall determine fair market value upon consideration of both appraisals.
- (j) All required cash payments must be submitted prior to final plat approval:[.]
- (k) Fifty percent of land contained within the 100-year floodplain shall be credited against the parkland dedication requirement; provided that adjoining land within the 25-year floodplain is also dedicated. Land within the 25-year floodplain shall not be credited against the parkland dedication requirement.
- (I) Unless otherwise specified, the requirements of this section shall apply to all residential subdivisions. Exemptions from the provisions of this section shall be as follows:
- (1) Any resubdivision of land that does not increase the allowed number of dwelling units;

- (2) A subdivision for which a preliminary plat was approved on or before the effective date of this article, and which preliminary plat has not expired prior to approval of a final plat; or
- (3) Where there has been entered into a special agreement with the city including specific provisions for the dedication of parkland or cash payments or in lieu of the requirements of this section.
- (m) Any land that is dedicated as parkland and is disturbed during construction of the subdivision must be restored by the developer to its original condition or better prior to release of fiscal for the subdivision.

A plat or replat or site development permit will not be approved unless adequate parks and recreational requirements are provided, based on the standards specified in this Code. All residential developments will be required to comply with these standards and requirements. It is the intent of this Code that parks and recreational facilities are located and constructed to provide adequate capacity and functionality to the residents they serve and provide safe, healthy recreational opportunities to the community.

#### **5.12** Monumentation and Survey Control

A plat or replat or site development permit will not be approved unless the following monument and ground control requirements of this Code are met:

- A. All monuments and control points shall be placed by a licensed land surveyor, and must be in place prior to the installation of any roadway improvements.
- B. To the extent it is practicable, monuments should be installed in locations that will prevent disturbance or destruction of the monument by construction activities. Any monuments disturbed or destroyed during roadway construction shall be reestablished in conformance with the provisions of this Code by a licensed land surveyor.
- C. All corners of subdivisions and points of curvature (P.C.) and points of tangency (P.T.) along boundary lines of subdivisions shall be marked with a one-half inch iron rod, two feet in length, set in the center of a concrete monument six (6) inches in diameter and thirty (30) inches deep, with the top of the concrete monument set flush with the finished ground surface.
- D. Where, due to topographic conditions, permanent structures, or other conditions, the view is obstructed between any two adjacent monuments, intermediate monuments shall be set as to assure a clear view between adjacent monuments.
- E. Corner markers shall be a one-half inch iron rod, or three-fourths inch pipe, two feet in length, and shall be installed flush with the ground. Corners of all lots, block corners, street right-of-way P.C.s and P.T.s shall be marked with corner markers.
- F. One permanent benchmark must be installed and referenced to the North American Datum 1983 and the State Plane Coordinate System (Texas State Plane grid coordinates, Central Zone, Feet). Surface coordinates may be provided, but should include a scale factor and convergence to reflect grid coordinates. The City Administrator may waive the requirement for installations of a bench mark for subdivisions smaller than 50 acres when at least two benchmarks are located within one-half mile of the proposed subdivision boundaries.

#### 5.13 Fiscal Surety and Assurance of Construction and Maintenance

The landowner or developer shall be required to comply with all the requirements for Fiscal Surety relating to Construction and Maintenance as detailed in Chapter 7.

#### **6.00 Site Development and Design Standards**

#### 6.01 Purpose and Intent

The purpose of this Chapter is to set forth site development and design standards for residential and nonresidential development and building construction. Chapter 6 contains general standards applicable to all land development, standards applicable only to nonresidential site development, and standards applicable only to residential development. The purpose of These standards exist in order [sic] is to achieve a minimum level of quality, compatibility and environmental protection in new and existing developments while maintaining significant flexibility in site layout and design. The standards also serve to implement selected goals and policies identified in the City of Liberty Hill's Comprehensive Plan.

#### 6.02 Relation to Comprehensive Plan Policies and Guidelines

Design and construction of site developments in the City and ETJ should be consistent with the policies and guidelines established in the most recent version of the Liberty Hill Comprehensive Plan. Any interpretation of the requirements of this Section should be made and shall be interpreted in a manner consistent with the Comprehensive Plan.

#### 6.03 Applicability

The minimum site development and site design standards apply to areas both within the City limits and the ETJ.

Standards within base zoning districts and overlay districts may be slightly different than those standards found within this Chapter. When in conflict, the more restrictive standard shall apply.

Also included in certain sections of this Chapter are recommended "guidelines" that are not mandatory and not legally enforceable outside of the city limits of Liberty Hill. Standards are mandatory when they are only enforceable within the city limits of Liberty Hill. In some cases, the words "should" or "may" are used instead of "shall" or "must" to connote this legal distinction. Applicants requesting a variance or anticipating voluntary annexation or any discretionary decision by the City are advised that compliance with these guidelines may be a factor in receiving a favorable recommendation from the Planning and Zoning Commission and City Council.

#### 6.03.01 Thresholds of Development Requiring Site Development Permit

A site development permit shall be required for all site developments as described or exempted below:

- A. Construction that involves paving or other impervious surface alteration of seventy-five hundred (7,500) square feet or more, or modifications to a drainage channel or storm drain or pipe or other storm drainage feature with a drainage area, whether on site or off site, equal to five (5) acres or more, and that does not join or abut a public right-of-way requires a site development permit.
- B. Construction that involves paving or other impervious surface alteration of one thousand (1,000) square feet; or modifications to a drainage channel or pipe or other storm drainage feature with a catchment's area, whether on site or off site, less than or equal to five (5) acres, may be reviewed and permitted by the City Engineer, without requiring City Council approval.
- C. Construction or expansion of a building other than a single-family or duplex residential building, with a floor area expansion of more than one thousand (1,000) square feet or more requires a site development permit.
- D. Conversion of a residential or nonresidential structure to a nonresidential use in which the floor area of the building is one thousand (1,000) square feet requires a site development permit.

#### 6.03.02 Residential.

- A. Construction on single-family or duplex lots in existing subdivisions with average lot sizes greater than one-half (1/2) acre or twenty-one thousand seven hundred and eighty (21,780) square feet do not require a site development permit.
- B. Conversion or expansion of a residential structure to a nonresidential use must apply for and receive a site development permit prior to commencement of construction.

#### 6.04 Content of the Site Development Permit Application

The City Administrator shall define the content and form of the site development permit application. Until such time as the City Administrator has defined the content and form of the site development permit application more specifically in an Administrative Procedures Manual, the application shall consist of the following, demonstrating conformance with applicable provisions in this Code:

- A. Applicant's name, mailing address and contact information.
- B. A description of the nature of the project, including physical address.
- C. A statement of the legal subdivision name, including lot, block and recording information.
- D. A copy of the recorded plat
- E. Copies of letters from utility providers stating that utility service is available at the site.
- F. Copy of approved TxDoT Driveway permit, if applicable.
- G. Five copies of a site plan, drawn at a minimum scale of 1"=60', which reflects the property boundary dimensions, all setbacks and easements, and the location of physical improvements, including buildings, parking lots, landscaping, utilities, and accessory structures. The site plan shall

indicate conformance with any applicable provisions of this Code.

- H. Review fee, as applicable.
- 6.05 Reserved
- 6.06 Reserved

#### 6.07 Tree Inventory and Protection

An inventory of existing trees greater than ten (10) inches [in] diameter measured from four (4) feet above ground level shall be inventoried and identified in the Site Plan. The Site Plan shall indicate which trees are proposed to remain, and which are to be removed. The following requirements apply:

- A. Trees to remain after construction is complete shall be protected from possible injury during construction.
- B. Exceptions to these requirements include the following:
- 1. Trees that should be removed because they pose a safety risk;
- 2. Trees that must be moved because of right-of-way expansion; or
- 3. Trees that must be moved during a fire prevention operation.
- C. <u>Land Clearing and Modification</u>. Clear cutting of any sort (by hand, chainsaw, machine or other means) of trees greater than nineteen (19) inches in diameter measured four (4) feet from ground level from a residential or commercial property shall be prohibited. Up to 40% of trees under 19" in diameter can be removed. Trees under 10" in diameter are not included in the 40%. Exception can be granted by the City Administrator if an acceptable replacement plan is provided.
- D. Exceptions to this prohibition are made for trees that pose a health and safety problem, including Hackberry, Mesquite, and Ash Juniper/Cedar.
- E. Any hardwood tree 19" [in] diameter or larger shall require Planning and Zoning Commission Approval before removing.
- F. No tree shall be planted in a public right-of-way without prior authorization from the City Administrator and any other applicable entity (e.g., Williamson County, TxDoT).

#### 6.08 Buffering

#### **6.08.01** Purpose

Buffering is intended to protect the character and stability of residential areas, to conserve the value of land and buildings of the properties and neighborhoods adjacent to nonresidential developments, and to enhance the visual and aesthetic image of the City of Liberty Hill. Buffering provides visual screening and spatial separation of two adjoining buildings and areas of intense activity.

#### 6.08.02 Applicability

Buffering applies to all development except single-family construction adjacent to residential zoned property.

#### 6.08.03 Location

Buffer yards shall be located on the side and rear lot lines of a parcel extending to the lot or parcel boundary line. Buffer yards shall not be located within existing streets or public rights-of-way.

#### **6.08.04 Dimension**

Buffer Width is based on the following Buffer Intensity Classifications:

- Class 1: Cemeteries, golf courses, passive recreational areas, wholesale nurseries, day care homes
- Class 2: Offices (3 stories or less), churches, schools, public facilities including playgrounds, ball fields, community swimming pools, and similar facilities, day care facilities.
- Class 3: Neighborhood and other local commercial and service activities, including but not limited to retail operations, restaurants (without drive-up windows), banks (without drive-up windows), convenience stores (without gasoline sales), offices (over three stories), multifamily and manufactured housing.
- Class 4: Commercial activities with higher vehicle activities, including but not limited to vehicle repair, service stations, drive-up window restaurants and banks, car washes, hotels and motels, shopping centers, funeral homes, schools, and child care centers. Also, light manufacturing activities and research facilities.
- Class 5: Heavy industrial uses, heavy manufacturing, truck terminals, mobile home sales, vehicle sales, vehicle

storage and salvage, heavy equipment sales, facilities involving outdoor storage and outdoor commercial recreation establishments.

No buffers shall be required for property in the Downtown Overlay District although some landscaping and buffering standards may apply per the conditional use permitting process.

#### **Alternate Compliance** 6.08.05

The City Council, at time of site plan approval, may reduce buffer widths and required plantings by up to fifty percent (50%) if the site plan indicates berming, alternate landscaping, walls, opaque fence or topographic features, which will meet or exceed the buffer yard objectives of this section and are designed to complement adjacent properties. The City Council may also reduce the buffer width along a property line by an amount not to exceed fifty percent (50%) of the width of a public utility easement if the easement is located on the property line and in the same location or orientation as the buffer yard. Berms may not have a slope greater than four-to-one (4/1) and must have a crown width of at least three (3) feet. Reductions of buffer width more than fifty percent (50%) shall not be considered without written approval from the adjoining property owners, and only upon written approval by the City Council.

**Buffer Intensity Residential Zone Residential Use in Multifamily Zone** Nonresidential Zone Class (BIC) 5' BIC 1 10' 10' BIC 2 20' 10' 20' BIC 3 30' 15' 20' BIC 4 50' 25' 40' BIC 5 80' 40' 80'

**Table 6-1: Buffer Intensity Class** 

#### **Integration with Landscaping** 6.08.06

Buffer requirements can be applied within the required setback spaces and can be used to satisfy any landscaping requirements of this Code.

#### **Design of Improvements** 6.09

Design of improvements shall conform to the standards and specifications of the City of Round Rock Design and Construction Standards, as amended.

#### 6.10 **General Access, Circulation and Parking Standards** 6.10.01

The purpose of this Section is to require that the parking and circulation aspects of all developments are well designed with regard to safety, efficiency and convenience for vehicles, bicycles, and pedestrians, both within the development and to and from surrounding areas.

#### **Consistency with the Transportation Plan**

All new roadways shall be built in accordance with any the Transportation Plan Element of the City of Liberty Hill Comprehensive Plan, the City's thoroughfare plan as may be adopted by the City Council, and any TxDot standards that may apply.

#### 6.10.03 **Safety Considerations**

<u>Pedestrian Separation</u>. To the maximum extent feasible, pedestrians shall be separated from vehicles and bicycles. Where complete separation of pedestrians and vehicles and bicycles is not possible, potential hazards shall be minimized by the use of techniques such as special paving, grade separations, pavement marking, signs or striping, bollards, median refuge areas, traffic calming features, landscaping, lighting or other means to clearly delineate pedestrian areas, for both day and night use.

#### 6.10.04 **Added Width for Bicycles**

Where pedestrians and bicyclists share walkways, the pedestrian/bicycle system shall be designed to be wide enough to easily accommodate the amount of anticipated pedestrian and bicycle traffic volumes. A minimum width of six (6) and maximum width of twelve (12) feet shall be required for all walkways and sidewalks which require shared use by pedestrians and bicyclists.

#### 6.10.05 Curb Cuts and Ramps

Curbcuts and ramps shall be located at convenient, safe locations for the physically disabled, for bicyclists and for pedestrians pushing strollers or carts. The location and design of curbcuts and ramps shall meet the requirements of the Uniform Building Code and the Americans with Disabilities Act ramp standards and shall avoid crossing or funneling traffic through loading areas, drive-in lanes and outdoor trash storage/collection areas.

#### 6.10.06 Corner Lot View Lines

On a corner lot in any district, nothing shall be erected, placed, or planted or allowed to grow in such a manner so as to materially impair vehicle drivers' vision at intersections, within a triangle defined by the property lines and a line joining two points located twenty-five (25) feet back from the property lines intersection; except that fences, walls, and/or hedges may be permitted provided that such fences, walls, and/or hedges do not impair vision from three (3) feet to six (6) feet above the curbline elevation.

#### 6.10.07 Access and Parking Lot Requirements.

- A. <u>General</u>. All vehicular use areas in any site development shall be designed to be safe, efficient, convenient and attractive, considering use by all modes of transportation that will access the site including, without limitation, cars, trucks, buses, bicycles, pedestrian, and emergency vehicles. Mutual access easements may be required during the platting process to limit the number of curb cuts along Major and Minor Arterials. In addition, cross-access easements may be required between adjacent lots to encourage a secondary circulation system.
- B. <u>Pedestrian/Vehicle Separation</u>. To the maximum extent feasible, pedestrians and vehicles shall be separated through provision of a separate sidewalk or walkway for pedestrians. Where complete separation of pedestrian and vehicles is not feasible, potential hazards shall be minimized by using landscaping, bollards, special paving, lighting and other similar means to clearly delineate pedestrian areas.
- C. <u>Access</u>. Unobstructed vehicular access to and from a public street shall be provided for all off-street parking spaces. Vehicular access shall be provided in such manner as to protect the safety of persons using such access or traveling in the public street from which such access is obtained.
- D. <u>Geometric Design</u>. Parking lots shall be designed in accordance with the City of Round Rock Transportation Criteria Manual, as amended. Generally, parking lots shall be laid out to continue the street/block pattern of the area so that the lots can easily be redeveloped with buildings consistent with the urban design of the surrounding development[.]
- E. <u>Pavement</u>. All open, off-street parking and vehicular use areas shall bear an all-weather geotechnically engineered surface to meet a loading requirement of 75,000 pounds.
- F. <u>Lighting</u>. Light fixtures provided for any off-street parking area adjacent to a residential use or residentially zoned lot shall shield the source of light from sight and prevent the spillover of direct light onto the residential use, while still providing security to motorists, pedestrians and bicyclists. See Section 6.11 [6.13] of this Code for lighting standards.
- G. <u>Maintenance</u>. The property owner shall be responsible for maintaining any vehicular use area in good condition and free of refuse, debris, and vehicles that have not been driven for two weeks or longer, and all landscaping in a healthy and growing condition, replacing it when necessary as specified in the approved site development permit.
- H. <u>Provision of Access Easements</u>. The City Administrator or City Engineer may require the provision of mutual access and/or cross-access easements for circulation control.

#### 6.11 Assessment and Improvement of Transportation Network

### 6.11.01 Purpose and General Policy

The purpose of this section is to require that development within the Liberty Hill jurisdictional area is supported by an adequate roadway network, including collector-level and higher capacity streets, as may be necessary to accommodate the continuing growth and development of the City and its jurisdictional area. Acquisition of new rights-of-way for off-site, abutting and internal streets to support new development is necessary and desirable. The

city requires that: (1) development impacts are mitigated through contributions of street rights-of-way and/or improvements to existing and new roadways; or (2) new developments contribute their fair share of the costs of needed transportation improvements.

#### **6.11.02** Proportionality of Requirement

There must be a rough proportionality between the traffic impacts created by a new development and requirements placed on the property owner or applicant for new development to dedicate and improve off-site, abutting and internal street rights-of-way to City standards. The City desires to assure both that development impacts are mitigated through contributions of street rights-of-way and transportation system improvements and that new development contribute their fair share of the costs of transportation improvements. It is the City's intent to institute a procedure to assure that mandatory dedications of street rights-of-way and street construction requirements are proportional to the traffic demands created by a new development.

#### 6.11.03 Administration

The City Administrator or his designee shall be the primary point of contact with the landowner or developer or his agents, and has considerable authority and responsibility for administering the provisions of this section of the Code. However, all final decisions concerning participation in costs and completion of improvements that may be specified in a traffic impact analysis, capital improvements plan, or mitigation plan as required in this section shall be made by the City Council and reviewed in advance by the Planning and Zoning Commission.

#### 6.11.04 Applicability

The requirement for assessment of and improvements to the transportation network applies to existing and future transportation networks associated with land development activities, within the City limits and within the City's extraterritorial jurisdiction. Any application for subdivision approval or subdivision improvements, zoning or zoning change, or site development in accordance with this Code must comply with these standards. The City Engineer may at his professional discretion (and approval by City Council) issue a waiver to this requirement.

#### 6.11.05 Threshold of Requirement

The threshold requirement for a TIA shall be a development or combination of developments that would result in trip generation of more than an average of one thousand (1,000) trips per day based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. If the proposed development does not exceed the threshold, a TIA waiver shall be noted on the TIA Determination Worksheet. If the TIA threshold is exceeded, the applicant shall be so advised on the TIA Determination Worksheet and referred to the City Administrator or his designee for consultation concerning the preparation of a TIA.

#### 6.11.06 Traffic Impact Analysis

When a TIA is required, the type and scope of the study shall be determined during a scoping meeting with the City Administrator or his designee. The scoping meeting may occur during any required preapplication conference, but may also be scheduled after an initial preapplication meeting. No application requiring a TIA may be made until the scope of the required study has been determined. The City Administrator or his designee may involve representatives of or request assessments from other agencies and departments and consultants. The TIA will follow the criteria outlined in the City of Round Rock Transportation Criteria Manual, Section 2, as amended.

### 6.11.07 Dedication and Improvement of Internal and Adjacent Thoroughfares

For thoroughfares that currently are or will in the future be located alongside a property boundary, the property owner shall dedicate and improve, as a minimum, one-half of the right-of-way necessary to meet the specification of future thoroughfares contained in the Comprehensive Plan or the City or County Thoroughfare Plan as adopted or amended by the City Council from time to time. The City may require additional land and improvements for rights-of-way for adjacent thoroughfares where necessary to achieve adequacy of the road network and where such additional land and improvements are proportional to the traffic impacts generated by the proposed development, depending on factors such as the impact of the development on the thoroughfare, the timing of development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner. In the case of adjacent frontage or service roads for state and federally designated highways, the property owner shall dedicate sufficient right-of-way and make authorized improvements in order to provide an adequate road network to serve the development.

#### **6.11.08** Substandard Street Improvements

Where an existing thoroughfare that does not meet the City's right-of-way or design standards abuts a proposed new development, the City may require the property owner to dedicate the right-of-way for a standard

thoroughfare width, and to improve the street according to the dimensions and specifications in this Code, depending on factors such as the impact of the development on the thoroughfare, the timing of development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner.

#### 6.11.09 Capital Improvements Plan for Roads

A road improvement may be considered adequate for an application if the City Administrator determines that the required improvement is included, funded, and approved in the City's, County's or State's capital improvements plan for roads, provided that the applicant agrees to phase development to conform to the date of completion of such scheduled improvement. This section shall not be construed to prevent the City from requiring dedication of rights-of-way for such roads, or from assigning trips to such roads in a TIA in order to determine a development project's proportionate costs of improvements.

### 6.11.10 Participation in Costs and Completion of Improvements

The City may participate in the costs of improvements required by this section in order to achieve proportionality between the traffic impacts created by the proposed development and the obligation to provide adequate roadways. In such cases, the property owner shall be responsible for the entire initial costs of road improvements, including design costs. Reimbursement of the City's agreed share of the costs shall be made as funds become available. The construction of improvements and the provisions for participation in costs by the City shall be included in a subdivision improvement agreement.

During the course of providing for improvements, the City shall cooperate with the developer in the use of its governmental powers to assist in the timely and cost effective implementation of improvements. Assistance shall not mean financial aid in actual easement acquisition, construction or engineering costs.

#### 6.11.11 Deferral of Obligation

Upon request of the applicant or property owner, the obligation to dedicate or improve thoroughfare rights-of-way or to make intersection improvements imposed on an application may be deferred to a later stage of the development process. As a condition of deferring the obligation to dedicate rights-of-way for or to improve thoroughfares, which deferral shall be in the sole discretion of the City, the City shall require the developer to execute a subdivision or site development improvement agreement specifying the amount and timing of the rights-of-way dedication or improvements to thoroughfares, including the posting or depositing of a letter of credit or other fiscal surety, in a form and under terms acceptable to the City, in advance of approval of the development application.

#### 6.11.12 Cash Contributions

In lieu of the obligation to dedicate or improve thoroughfares or make traffic-control improvements or post fiscal surety for subsequent construction to achieve road adequacy, the applicant may propose to make equivalent cash contributions based upon the development project's proportionate share of the costs of improvements, which the City in its sole discretion may accept in satisfaction of road adequacy standards in this section. Any funds accepted by the City shall be earmarked for construction of the improvements for which the contribution was made.

#### **6.11.13** Options

Whenever the proposed development's share of the costs of a thoroughfare or traffic-control improvement needed to mitigate traffic generated by the development is less than one hundred percent (100%), the City in its sole discretion may do the following:

- A. participate in the excess costs; or
- B. aggregate the costs of improving multiple thoroughfares or intersections identified in the TIA, and require improvements to only some of the thoroughfares or intersections affected by the development.

#### **6.11.14** Advance Funding

If the landowners determine to either fund in advance or fund more than their pro-rata share, the City shall credit the developer's future fiscal posting. For those contributions and improvements beyond the developer's pro-rata participation, the City may either credit the developer's future fiscal posting or reimburse the developer out of City funds or funds allocated from other area landowners' contributions for those specific improvements.

### 6.12 Sign Regulations

### **6.12.01** Purpose.

The purposes of regulating the placement and specifications of signs within the City's jurisdictional area are as follows:

- A. To promote and protect the safety of persons and property by assuring that signs do not create traffic hazards or impair motorists' ability to see pedestrians, other vehicles, obstacles or read traffic signs;
- B. To promote the aesthetics, safety, health, morals and general welfare, and the assurance of protection of adequate light and air by regulation of the position, displaying, erection, use and maintenance of signs;
- C. To promote the efficient transfer of general public and commercial information through the use of signs;
- D. To enhance the overall appearance and economic value of the landscape, and preserve the unique natural environment that distinguishes the City and surrounding area.

#### 6.12.02 Applicability - Effect

- A. A sign may be erected, placed, established, painted, created, or maintained in the City only in conformance with the standards, procedures, exemptions, and other requirements of the Section.
- B. The effect of this Section as more specifically set forth herein, is:
- 1. To establish a permit system to allow a variety of types of signs in commercial and industrial zones and a limited variety of signs in other zones, subject to the standards and the permit procedures of this Section.[;]
- 2. To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective Lots on which they are located, subject to the substantive requirements of this Section, but without requirements for permits;
- 3. To provide for Temporary Signs without Commercial Messages in limited circumstances;
- 4. To prohibit all signs not expressly permitted by this Section; and
- 5. To provide for the enforcement of the provisions of this Section[.]

#### **6.12.03** Definitions and Interpretation

Words and phrases used in this Section shall have the meanings set forth in the Reference section of this Code. Principles for computing sign area and sign height are contained in Section  $\underline{6.12.04}$  below. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise.

#### 6.12.04 Computation

- A. <u>Computation of Area of Individual Signs</u>. The area of a sign face (which is also the sign area of a Wall Sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof, that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets Code regulations and is clearly incidental to the display itself.
- B. <u>Computation of Area of Multifaceted Signs</u>. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.
- C. <u>Computation of Height</u>. The height of a sign shall be computed as the distance from the ground to the top of the highest attached component of the sign. Normal grade shall be construed to be the (1) existing grade prior to construction (2) the newly established grade after construction, or (3) the crown of the adjacent roadway.
- D. <u>Computation of Maximum Total Permitted Sign Area for a Zone Lot</u>. The permitted sum of the area of all individual signs on a Zone Lot shall be computed by applying the formula contained in <u>Table 6-3</u>, "Maximum Total Sign Area per Zone Lot by Zoning District," to the Lot frontage, building frontage, or wall area, as appropriate, for the zoning district in which the Lot is located. Lots fronting on two or more Streets are allowed the permitted sign area for each Street Frontage, with signs facing a maximum of two Streets. However, the total sign area that is oriented toward a particular Street may not exceed the portion of the Lot's total sign allocation that is derived from the Lot, building, or wall area frontage on

that Street.

#### 6.12.05 Permitted and Prohibited Signs

A. <u>Sign Permits (number/letter change)</u>. Signs shall be allowed on private property in the City or its extraterritorial jurisdiction in accordance with, and only in accordance with, <u>Table 6-3 [6-2]</u>, "Permitted Signs by Type and Zoning District." If the letter "A" appears for a sign type in a column, such sign is allowed without prior permit approval in the zoning districts represented by that column. If the letter "P" appears for a sign type in a column, such sign is allowed only with prior permit approval in the zoning districts represented by that column. Special conditions may apply in some cases. If no letter appears for a sign type in a column, such sign is not allowed in the zoning districts represented by that column under any circumstances. The following zoning districts are identified for the purpose of these tables:

**Table 6-2 Permitted Signs by Zoning District** 

Sign Type	AG	Residential	C-1, C-2	С3	Industrial
Freestanding					
Other	A	A	A	A	A
Incidental					
Building	-	-	Р	P	P
Banner	A	A	A	A	A
Building Marker	-	-	Р	-	-
Canopy	A	A	A	A	A
Incidental	-	-	P	P	-
Marquee	-	P	P	P	P
Monument	-	-	P	P	-
Projecting	P	P	P	-	-
Residential	-	-	-	-	-
Roof	-	-	-	P	P
Roof, Integral	A	A	A	A	A
Street Address	-	-	A	A	A
Suspended	A	A	Р	P	P
Temporary	-	-	Р	P	P
Wall	-	-	P	P	P

Window					
Miscellaneous	A	A	A	A	A
Flag	A	A	Р	Р	P
Portable					

<sup>\* (</sup>A) Allowed without permit (P) Permit required (-) Prohibited

- B. Although permitted under the previous paragraph, a sign designation by an "A" or "P" in <u>Table 6-2</u> shall be allowed only if:
- 1. The sum of the area of all building and Lots on the Zone Lot conforms to the maximum permitted sign area as determined by the formula for the zoning district in which the Lot is located.
- 2. The size, location, and number of signs on the Lot conform to the requirements of <u>Tables 6-2</u>, <u>6-3</u>, "Number, Dimensions, and Location of Individual Signs by Zoning District."

Table 6-3 Number, Dimensions and Location of Individual Signs by Zoning District

Sign Type	Agricultural	Residential	C1, C-2	C-3	Industrial
Freestanding					
Area (sq. ft.)	72	20	30	200	200
Height (feet)	8	5	10 (Pole/Post/Arm) 5 (Monument)	30	25
Setback (feet)	10	8	8	10	10
Number Permitted					
Per Zone Lot	1	1 (per street frontage)	1 (per street frontage)	1 (per street frontage)	N/A
Per Feet of Street Frontage	N/A	N/A	N/A	1 (per 200')	1 (per 400')
Building					
Area (max. sq. ft.)	N/A	2	30 (Wall) 15 (Projecting)	45 (Wall) 16 (Projecting)	N/A
Wall Area (percent)	N/A	N/A	10	10	5

#### C. <u>Permits Required</u>.

1. If a sign requiring a permit under the provision of this Chapter is to be placed, constructed, erected, or modified on a lot either within the City limits or the City's extraterritorial jurisdiction, the owner of the Lot shall secure a sign permit prior to the construction, placement, erection, or modification of such a

sign in accordance with the requirements of Section 6.12.05.F [6.12.05.E] below.

- 2. No signs shall be erected in the public right-of-way except in accordance with Section 6.12.05.J [sic] below.
- 3. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this Section (including those protecting existing signs) in every respect and with the Master or Common Signage Plan in effect for the property, if applicable. If a permit is administratively denied the property owner may appeal to a committee composed of the Mayor, Mayor Pro tem, and City Administrator.
- D. <u>Signs Exempt from Regulation</u>. The following signs shall be exempt from regulation under this Chapter:
- 1. Any public notice or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance;
- 2. Temporary real estate signs not exceeding six square feet in area and three feet in height in residential zoning districts and not exceeding 64 square feet in area and 12 feet in height in other zoning districts that advertise the property on which the sign is located for sale or lease. These signs must be removed within seven days after the property is sold or leased;
- 3. Works of art that do not include a Commercial Message;
- 4. Holiday lights and decorations with no Commercial Message;
- 5. Traffic-control signs on private property, such as stop, yield, and similar signs, the face of which meet Department of Transportation standards and that contain no Commercial Message of any sort;
- 6. Temporary signs advertising a "garage sale" not exceeding six square feet in area. These signs may not be posted earlier than three days before and must be removed within one day after the sale;
- 7. Temporary signs placed on construction sites to identify the contractor, engineer, architect, or developer not exceeding 64 square feet in area. These signs may not be erected prior to approval of a site plan and must be removed within seven days after the completion of the project;
- 8. Permanent subdivision identification signs approved by the City Council as part of the platting process;
- 9. Temporary signs for special events such as charitable, church, or community activities. These signs may not be posted earlier than three weeks before and must be removed within one day after the event:
- 10. Model home signs not exceeding 32 square feet in area and 5 feet in height.
- 11. No Trespassing, No Hunting, and No Fishing Signs placed by the landowner.
- 12. Temporary real estate signs (commonly referred to as "bandit" signs) are permitted Friday, Saturday and Sunday only, and must be removed by Monday morning, per TxDoT regulations.
- E. <u>General Permit Procedures</u>. The following procedures shall govern the application for, and issuance of, all sign permits under this Section, and the submission and review of Common Signage Plans and Master Signage.
- 1. <u>Applications</u>. All applications for sign permits of any kind and for approval of Master or Common Signage Plan shall be submitted to the City Administrator.
- 2. <u>Fees</u>. Each application for a sign permit or for approval of a Master or Common Signage Plan shall be accompanied by the applicable fees, which shall be established by the City Council from time to time by resolution.
- 3. <u>Completeness</u>. Within five days of receiving an application for a sign permit or for a Master or Common Signage Plan, the City Administrator shall review it for completeness. If the City Administrator finds that it is complete, the application shall then be processed. If the City Administrator finds that it is incomplete, the City Administrator shall, within such five-day period, send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable sections of the Chapter.
- 4. <u>Action on Permit</u>. Within seven days of the submission of a complete application for a sign permit, the City Administrator shall either:

- i. Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of the Section and of the applicable Master or Common Signage Plan; or
- ii. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform to requirements of the Section and the applicable Master or Common Signage Plan. In case of a rejection, the City Administrator shall specify in the rejection the sections of the Chapter or applicable plan with which the sign(s) is inconsistent.
- 5. Action on Plan. On any application for approval of a Master or Common Signage Plan, the City Administrator shall either approve the proposed plan if the sign(s) as shown on the plan and the plan itself conforms in every respect with requirements of this Section, or reject the proposed plan if the sign(s) as shown on the plan or the plan itself fails in any way to conform with the requirements of the Section. In case of a rejection, the City Administrator shall specify in the rejection the sections of the Section with which the plan is inconsistent. The City Administrator shall take action on or before the applicable one of the following dates:
- i. Fourteen days after the submission of a complete application if the application is for existing buildings; or
- ii. On the date of final action on any related application for building permit, site plan, or development plan for signs involving new construction.

# 6.12.06 Nonconforming Signs.

- A. This Section shall apply to all Nonconforming Signs. All Nonconforming Signs shall be brought into compliance with this chapter in accordance with the provisions of this Section.
- B. All Nonconforming Signs that were erected in violation of the ordinances of the City in existence at the time the sign was permitted or should have been permitted, and which violation was or has not been cured, shall, upon written notice, be required to be brought into compliance with this Section or removed within a reasonable time frame specified by the City Administrator, but not to exceed 30 days.
- C. Nonconforming Signs that do not comply with the City Construction Code shall be subject to enforcement under the Construction Code, as well as this Section. Repairs or modifications required under the City Construction Code shall not entitle the owner of the Nonconforming Sign to compensation under this Subchapter.
- D. All Nonconforming Signs shall be subject to the following provisions:
- 1. Any Nonconforming Sign that has been destroyed or damaged to the extent that the cost of repairing the sign is more than 50 percent of the cost of erecting a new sign shall be removed or shall be brought into compliance with this Chapter within six months from receipt of an order from the City Administrator.
- 2. No Nonconforming Sign shall be required to be relocated or removed unless such Nonconforming Sign is more than 50 percent destroyed or damaged as provided above.
- 3. Existing on-premises advertising may be replaced with like size and structure, not to exceed the square footage and height of the original sign.
- E. Change of use: Whenever a land use changes, any nonconforming sign must be modified or removed so as to be in full compliance with these sign regulations.
- F. Any water storage device existing at the date of this adoption would be non-conforming and would be precluded from restoring any type of signage upon repainting of the water storage device.

# 6.12.07 Abandoned signs and supporting structures.

- A. The owner of any premises on which there is displayed or maintained an abandoned sign or abandoned supporting structure shall comply with the following requirements:
- 1. Any sign that is deemed dilapidated by the City Administrator on or before the adoption date of this Section, the owner shall remove the sign within 30 days after receiving written notice from the City Administrator or the adoption of this Section, whichever is later;
- 2. Any sign that is deemed dilapidated by the City Administrator after the adoption date of this Section, the owner shall remove the sign within 30 days after receiving written notice from the City Administrator;

- 3. If a supporting structure used or designed to be used with a sign is deemed dilapidated by the City Administrator on or before the adoption date of this Section, the owner shall remove the supporting structure within 30 days after receiving written notice from the City Administrator.
- 4. If an abandoned supporting structure does not have a can, frame, or similar part of the supporting structure that would hold the sign or to which the sign would be attached, the supporting structure shall be removed or made to comply with the provisions of the Section.
- 5. No sign or supporting structure that is altered under the provisions of this section shall be made more nonconforming.
- B. Any dilapidated sign or dilapidated supporting structure not in compliance with this Section is an unlawful sign and may be removed by the City in compliance with <a href="Chapter 7">Chapter 7</a> and the owner may be prosecuted or be enjoined from continuing such violation.
- C. If any sign, which conforms to the regulations of the Section, is abandoned, the owner, user, and Persons who benefit from the sign and the owner, operator, and tenants of the property on which the sign is located shall remove it, paint out or cover the message portion of the sign, put a blank face on the sign, or otherwise bring it into compliance with this Section so as to leave the message portion and supporting structure neat and unobtrusive in appearance, within 90 days after receiving written notice from the City Administrator.
- D. The following are required for the use, display, maintenance, or permitting of an alteration of any abandoned sign or supporting structure regardless of when the sign was abandoned:[.]
- E. Like material. Only the same like, or better quality material as that being replaced shall be used as a face on or in the abandoned sign. The face of the supporting structure must be one that the supporting structure is designed to support.
- F. Routed, embossed, or raised messages or sign copy must not be visible to the ordinary observer, if the face or message is blanked.
- G. Covered Messages.
- H. Abandoned signs may be painted in order to "blank" the face. However, the paint must completely cover the sign face or message portion of the structure. The covered, painted over message must not show through the paint.
- I. Covered sign faces must be of a material or substance that renders the resulting sign face completely blank, opaque, and resistant to deterioration. It is a violation of the Chapter to allow a covered message to bleed or show through the paint or covering.
- J. No Person shall alter an abandoned sign or supporting structure without first obtaining a permit to do so from the City Administrator.

# 6.13 Outdoor Lighting

[6.13.01 Reserved]

[6.13.02 Reserved]

# 6.13.03 Purpose and Intent

The purpose of this section is to regulate outdoor lighting in order to reduce or prevent light pollution in the City. New lighting technologies have produced lights that are extremely powerful, and these types of lights may be improperly installed so that they create problems of excessive glare, light trespass, and higher energy use. Excessive glare can be annoying and may cause safety problems. Light trespass reduces everyone's privacy, degrades the enjoyment of the night sky, and higher energy use results in increased costs for everyone. Appropriately regulated, and properly installed, outdoor lighting will contribute to the safety and welfare of the residents, and will help preserve the historic and rural character of the City in keeping with the desired objectives of the Comprehensive Plan.

# 6.13.04 Regulation

- A. Outdoor lighting shall be designed to provide the minimum lighting necessary to ensure adequate safety, night vision, and comfort, and not create or cause excessive glare onto adjacent properties and public street rights-of-way.
- B. The regulations contained in this section are binding only within the city limits of Liberty Hill.
- C. Compliance with the regulations in this section is strongly encouraged for improvements and

developments within the ETJ in order to prevent light pollution and preserve the rural and historic character of the City.

# 6.13.05 Applicability

- A. All outdoor lighting fixtures installed on private and public property within the city limits after the adoption of this Code shall be required to comply with this Code. This Code does not apply to interior lighting. However, overly bright lighting emitted from a structure will be subject to this Code if it is determined by the City Administrator that it creates a nuisance or a safety hazard as defined in the References section of this Code.
- B. All outdoor lighting fixtures existing and legally installed and operating before the effective date of this Code shall be exempt from this Code unless they are determined to create a safety hazard. When an existing lighting fixture(s) become inoperable, their replacements are subject to the provisions of this Code.
- C. Modifications to nonconforming lighting fixtures shall also comply with this Chapter.
- D. Compliance with these requirements shall be administered by the City Administrator or his designee.
- E. In the event of a conflict between this section and any other section of this Code, the more stringent requirements shall apply.

# **6.13.06 Exemptions**

The following are exempt from the provisions of this Code:

- A. Publicly maintained traffic-control devices.
- B. Streetlights installed prior to the adoption of this Code.
- C. Temporary emergency lighting (fire, police, repair crews).
- D. Lighting fixtures and illumination requirements imposed by TxDOT within TxDOT right-of-way.
- E. Moving vehicle lights.
- F. Navigation lights (aircraft warning beacons on water towers and wireless transmission facilities), notwithstanding the terms as may be set forth in licensing agreements with the owners/operators of such lights.
- G. Seasonal decorations with lights in place no longer than sixty (60) days.
- H. Sports field lighting[.]
- I. Other temporary uses approved by the City Council (festivals, carnivals, fairs, night-time construction).
- J. Covered porch lighting on residences provided that each external light fixture does not exceed one hundred and fifty (150) watts (2220 lumens).
- K. Security lights of any output that are controlled by a motion sensor switch provided they do not remain illuminated for a duration not to exceed ten to twelve (10–12) minutes after activation.

#### **6.13.07 Submittals**

Applications for all building permits other than single-family and duplex residential, or site development permits, including the installation of outdoor lighting fixtures for new construction, shall provide proof of compliance with this Code. The submittal shall contain the following information as part of the site plan:

- A. Plans indicating the location, type, and height of lighting fixtures including both building mounted and ground mounted fixtures;
- B. A description of the lighting fixtures, including lamps, poles or other supports and shielding devices, which may be provided as catalogue illustrations from the manufacturer;
- C. Photometric data, which may be furnished by the manufacturer, showing the angle of light emission; and
- D. Additional information as may be required by the Planning and Zoning Commission in order to determine compliance with this Code.

(Ordinance 14-O-28 adopted 6/23/14)

# 7.00 Enforcement and Compliance

# 7.01 Compliance 7.01.01 General

- A. It shall be unlawful for any person to begin, continue, or complete any development on any land within the territorial jurisdiction of the City to which the provisions of this Code apply, except in accordance with and upon compliance with the provisions of this Code.
- B. The City and its agents shall enforce and ensure compliance with the provisions of this Code and shall take necessary and appropriate actions to prevent or cease any violations of the provisions of this Code.
- C. <u>Interpretation and Conflict</u>.
- 1. <u>Minimum requirements</u>. The standards and provisions of this Code shall be interpreted as the minimum requirements necessary for any person to comply with the Code.
- 2. <u>Private restrictions</u>. Whenever this Chapter imposes a higher standard than that required by easements, deed restrictions, covenants or agreements, the provisions of this subchapter shall govern to the extent permitted by law. In the case of a conflict between two standards, the more restrictive shall apply.
- 3. Other requirements. Wherever this Code imposes a higher standard than that required by any other ordinance or requirement, the provisions of this Code shall govern to the extent permitted by law. In cases where state or federal laws supersede the City's requirements, then the applicable state or federal requirements shall apply.
- 4. If the City Council determines that the condition of a party's development or action of another party violates a higher standard than that required by this Code, the provisions of the applicable state or federal statute shall govern.

#### **7.01.02 Violations**

The following shall be deemed violations under this Code and constitute sufficient grounds for the City to take enforcement actions and pursue the penalties as specified below.

- A. <u>Development Without Permit</u>. To engage in any development, use, construction, remodeling, or other activity of any nature upon any area or to make improvements thereon subject to the jurisdiction of this Code without all required permits, certificates, or other forms of authorization as set forth in this Code.
- B. <u>Development Inconsistent with Permit</u>. To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, plat, permit, certificate, or other form of authorization granted by the City for such activity.
- C. <u>Violation by Act or Omission</u>. To violate, by act or omission, any term, variance, modification, condition, stipulation or qualification imposed by the City Council or its authorized agents upon any required permit, plat, certificate, or other form of authorization for the use, development, or other activity upon land or improvements thereon.
- D. <u>Use in Violation</u>. To erect, construct, reconstruct, alter, repair, convert, maintain, or use any building, structure, property, or to use any land in violation or contravention of these regulations or any other regulation established under any other applicable legal authority.
- E. <u>Continue a Violation</u>. The continuation of any of the above violations is a distinct offense, and each day such violation continues shall be considered a separate offense.
- F. <u>Complaints Regarding Violations</u>. Whenever a violation of this Code occurs, or is alleged to have occurred, any person who witnessed the violation may file a written complaint with the City Secretary or City Administrator. Such complaint shall state fully the causes and basis thereof and the date on which the violation began or was first observed. The complaint shall also include a description of the property on which the violation occurred and the names and addresses of the parties involved. The City shall record the complaint, investigate within a reasonable time, and take action thereon, as provided by these requirements. The City Administrator may also act upon violations that otherwise become known during the normal performance of his/her duties. A public record of the disposition shall be made and maintained in the appropriate City records.

# G. Fire Access Violations.

- 1. A person commits an offense if the person intentionally alters, defaces, injures, knocks down, or removes or attempts to do so, any sign designating a fire lane which has been erected under the terms of this Code section.
- 2. A summons or notice to appear in answer to a charge of parking, standing or stopping in violation of this section shall be issued on the official form prescribed by the City of Liberty Hill. The summons or notice shall require the appearance of the violator before the Municipal Court of the City and all fines paid by the violator shall be paid to the Municipal Court Clerk.
- 3. A summons or notice to appear in answer to a charge of parking, standing or stopping in violation of this section must specify the location of the fire lane or accessible space in which the violation occurred. A summons or notice may be issued by any police officer or code enforcement officer employed by the City of Liberty Hill, an employee designated by the Fire Marshal, or an employee of the City authorized to issue tickets for parking violations.
- 4. A person authorized to issue citations for violations as provided in this section may cause to be removed any vehicle found to be in violation.
- 5. When a vehicle is towed, the owner shall be liable for the wrecker and the storage fees in addition to the fine for the violation of this Code section.

# 7.01.03 Roles and Responsibilities Concerning Compliance

A. <u>Generally</u>. It shall be the duty of the City Council and the City Administrator, acting on behalf of the City Council, to enforce the requirements of this Code. The City Administrator may call upon officials of the City, including the City Engineer, City Building Inspector, or other appropriate City employees, to furnish him with such information or assistance as he may deem necessary for compliance with and enforcement of this Code.

# B. <u>Land Use and Planning Matters</u>.

- 1. The City shall not issue a building permit or certificate of occupancy required by any City ordinance for any land located within the jurisdictional limits to which this Code applies, until and unless the owner of the property, or its agent, is in compliance with the requirements of this Code.
- 2. The City shall not provide or connect City water, sewer, or other utility owned or licensed by the City to any property to which the provisions of this Code apply, unless and until the owner of the property, or its agent, is in compliance with the provisions of this Code.

# C. Health and Sanitation Matters.

- 1. Whenever a user has violated or continues to violate any provision of this Code pertaining to water and wastewater infrastructure, an industrial wastewater discharge permit or order issued hereunder, or any other applicable waste pretreatment standard or health and sanitation requirement, water service to the user may be discontinued. Service will only be reconnected, at the user's expense, after the user has ceased the violation and satisfactorily demonstrated and established his ability to comply with this Code.
- 2. A violation of any provision of this Code that is dangerous to human life or health; that renders the ground, the water, the air or any food or drink unwholesome and a hazard to human life and health; that may injure or affect the public health or comfort in any manner; or a violation of a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and illegal, and shall be abated by any procedure authorized by law; further, the City shall be entitled to recover its damages, attorney fees, and expenses of litigation for enforcement or cessation of such violation.

# D. Responsible parties.

- 1. The owner or tenant of any building, structure, premises, or any part thereof, and any architect, engineer, builder, contractor, agent or other person who knowingly commits, participates in, permits, assists with or maintains such violation may each be found guilty of a separate offense and suffer the penalties provided in this Chapter; in addition, each party may also be subject to civil penalties as provided in this Chapter or applicable law.
- 2. Any person who opposes, obstructs, or resists any City official or any person authorized by the City

Council in the discharge of his or her duties as provided by this Code shall be in violation of this Code and may be prosecuted for a Class "C" misdemeanor.

E. <u>Continuing or Repeat Violations</u>. If an owner, occupant, or other person repeats the same violation, within a five-year period from the date of the initial violation, it shall be considered to be a repeat of the initial violation and shall be subject to additional penalties and remedies. Payment of a fine shall be considered admission of a violation for the purposes of a repeat violation.

# 7.02 Enforcement

# **7.02.01** Generally

- A. The City may refuse to authorize or make utility connections on the grounds set forth in Tex. Loc. Govt. Code Ann. Section 212.012 (Vernon 1988 & Supp. 1994), as amended.
- B. Notice of Intent to Suspend or Revoke.
- 1. Before the City initiates the process for suspension or revocation of a permit or other form of approval pursuant to this Code, the City Administrator or Building Official or another designee of the City Council shall give written notice of intent to suspend or revoke via certified mail, return receipt requested. The notice may specify a reasonable time for compliance with this Code.
- 2. If notice of intent is given, suspension or revocation shall not occur before the time for compliance has expired.
- 3. The City Administrator, Building Official, or another designee of the City Council shall not be required to provide notice of intent to suspend or revoke for violations of this Code that cause imminent destruction of property or injury to persons.

# 7.02.02 Suspension and Revocation of a Variance or Special Use Permit

- A. When the City Council determines there is a failure to comply with any term, condition, or requirement that was a condition of the approval of a variance or special use permit, the City Council may direct the City Administrator, City Attorney, or another agent or official to suspend the variance or special use permit pending compliance with the terms, conditions, or requirements under which the variance or special use permit was approved.
- B. Notice of suspension or revocation of a variance or special use permit shall be sent by certified mail, return receipt requested, to the permit holder of the variance or special use permit.
- C. The City Council shall, if requested in writing by the permit holder, hold a public hearing no later than forty-five (45) days after notification is sent to the permit holder of the variance or special use permit of its intent to suspend. If the City Council determines there is a failure to comply with any term, condition, or requirement made a condition of the variance or special use permit, the City Council may revoke the variance or special use permit or take such action as it considers necessary to ensure compliance.
- D. A decision to revoke a variance or special use permit shall be effective immediately. Notice of the decision by the City Council shall be sent by certified mail, return receipt requested to the permit holder of the variance or the special use permit.

# 7.02.03 Stop work orders

The City Administrator, City Inspector [or] other City official duly authorized by the City Council may order all work, including site clearing or other site preparation, stopped on any site where a significant violation of this Code or a subdivision plat or approved site plan is found. Any person, including a workman on the site, who fails to comply with a stop work order, shall be guilty of a misdemeanor, punishable as provided in this Chapter of the Code. Upon receiving an application to resume work and a declaration from the landowner or developer that any claimed violations of this Code have ceased and that the landowner or developer is currently in compliance, the City Administrator shall determine, within ten (10) working days of receipt of said application, whether the work is in compliance. If the City Administrator determines that the work or site is in compliance, he may authorize the work to proceed in writing.

# 7.03 Penalties

# **7.03.01** Generally

A. Except where otherwise provided therein, the maximum fine for violating any provision of this Code, or any ordinance, rule or police regulation that governs fire safety, zoning or public health and

sanitation, including dumping of refuse, shall not exceed two thousand dollars (\$2,000.00); for all other violations, the maximum fine shall not exceed five hundred dollars (\$500.00); provided, however, that no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

- B. <u>Each day a separate offense</u>. Each day any violation of this Code or of any ordinance of the City continues shall constitute a separate offense.
- C. <u>Penalties are cumulative</u>. The penalties in this section shall be cumulative and are not exclusive of any other rights or remedies the City may have or pursue.

# 7.03.02 Assessment of Expenses

In addition to any other remedy provided in this Code or any other ordinance of this City and cumulative thereof, the City shall have the power by resolution of the City Council to cause any of the work or improvements required to be completed by the owner or applicant under the provisions of this Code to be undertaken by the City on the account of the owner of the property on which work or improvements are done; and the City shall cause the expense thereof to be assessed upon the real estate or lot upon which such expense is incurred and/or shall place a lien on said property.

# 7.03.03 Land Use and Zoning

- A. If the City Council finds, after notice and hearing, that a significant violation of an approved site plan has occurred, the Council may revoke its approval of such site plan. It shall be unlawful for any person to perform any work on the site pursuant to the site plan unless and until a new application for site plan approval has been filed and processed in accordance with the provisions of this Code and the City Council grants approval of a new final site plan that remedies the violations of the original site plan.
- B. Any person who violates any provision of this Code or any order issued under the authority of this Code, or who causes or permits any such violation, or who fails to perform any act required under this Code, or who performs any prohibited act or takes any action contrary to the final plats or site plans approved by the City Council, or who fails to take any action required by such approved plat or site plan, shall be guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a fine of not more than two thousand dollars (\$2,000.00). Each and every day that the violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

# 7.03.04 Signs

- A. The City Administrator or his/her designee shall have the authority to issue a sign violation notice and shall be empowered to enter upon the premises of any person within the City or its extraterritorial jurisdiction for the purpose of enforcing the provisions herein.
- B. When a sign requiring a permit under <u>Chapter 6</u> of this Code is erected without a sign permit, the City Administrator shall use the following procedures.
- 1. The City shall give written notice of violation to the responsible party or to the occupant of the premises if the responsible party is not known. The notice shall include a description of the violation, the date such violation was noted, instructions to contact the City Administrator to apply for a permit for the sign, if applicable, and the fine schedule if the notice is not heeded, refused or unclaimed. The notice is deemed delivered when deposited in the United States Postal mail, with postage paid to the last known address of the party responsible for such sign.
- 2. If the City is unable to deliver written notice to the responsible party, a telephone call shall be made by the City Administrator or his designee, date and time recorded, informing the owner of the premises on which the sign is located that on a set day, a fine shall commence to be assessed to the owner of the sign for each day of the violation until the sign(s) are removed.
- 3. If, within fourteen (14) days, the responsible party fails to contact the City Administrator in writing, bring the sign into conformance with this Code, or apply for a permit for the sign, the City Administrator shall have the sign removed or impounded without further notice, and/or shall fine the owner on a daily basis as set forth within this Code.
- 4. The party responsible for the sign shall, upon conviction, be guilty of a misdemeanor and shall (a) forfeit both the sign and any permit associated with the sign; and (b) pay the fines set by the court, not to exceed the fines specified by this Code for each violation. Each day of the continued violation shall constitute a separate violation.

# C. Impoundment of Signs.

- 1. The City Administrator shall have the authority to remove all signs, without notice to the owners thereof, placed within any street or highway right-of-way, or attached to trees, telephone and utility poles, other natural features or signs otherwise prohibited or not authorized by this Code, and to impound them for a period of fourteen (14) days.
- 2. The owner of an impounded sign may recover the same upon payment of an impoundment fee for each sign, and all costs associated with the removal of the sign, prior to the expiration of the fourteen (14) day impoundment period; in the event the sign is not claimed and retrieved from the City's possession within fourteen (14) days, the City Administrator shall have authority to dispose of such sign. The owner shall be responsible for all costs associated with removal and disposal of the sign.

# 7.04 Civil remedies 7.04.01 Civil action

- A. In addition to the penalties otherwise provided, any condition caused or permitted to exist in violation of any provision of this Code or any ordinance, which provision is intended for the protection of the public health, safety or welfare, may be determined to constitute a public nuisance and may be abated by the City as provided by law.
- B. Prior to taking civil action, the City shall notify the defendant of the provisions of the Code that are being violated. Upon initiation of the civil action, the City shall demonstrate that the defendant was actually notified of the provisions of the Code; and that after receiving notice, the defendant committed acts in violation of the Code or failed to take action necessary for compliance with the Code.

# 7.04.02 Injunction and other remedies

Any structure erected or used, or any development that is planned or implemented, contrary to any of the provisions of this Code or to any of the requirements contained in a final plat or site plan approved by the City Council, is hereby declared to be unlawful and shall constitute a violation of this Code. The City Council may initiate the legal process to obtain an injunction, mandamus, abatement or any other action available in law or equity to prevent, enjoin, abate, correct or remove such unlawful structure, use, or development, or otherwise ensure compliance with this Code.

# 7.04.03 Civil penalties

Any person who violates any provision of this Code is subject to a civil penalty of up to one thousand dollars (\$1,000.00) and not less than one hundred dollars (\$100.00), or more as permitted by law, for each act of violation and for each day of violation.

# 7.04.04 Penalties are cumulative

The penalties in this section shall be cumulative and not exclusive of any other rights or remedies the City may have.

# 7.05 Fiscal Surety and Assurance of Construction and Maintenance7.05.01 Payment of Taxes

The landowner or developer shall provide the City Administrator with a certifiable receipt showing that all taxes have been paid in conjunction with the submittal of an application for final plat approval or site development permit issuance.

# 7.05.02 Letter of Credit or Performance Bond

- A. Before any development or project can proceed, the City Administrator must be satisfied that the landowner or developer will be in a financial position to install or cause to be installed at his own cost, risk, and expense, all of the improvements required by this Code.
- B. If the landowner or developer elects to construct the required improvements prior to recording of a subdivision plat, after such plat has been approved, all such construction shall be inspected while in progress; in addition, the construction must be approved upon completion by the City Administrator or his designee. A certificate by the City Administrator or his designee that the construction conforms to the plans and specifications and the standards contained in or referred to in this Code must be presented to the City Council by the landowner or developer prior to approval of the final plat.
- C. The landowner or developer of a site development shall post fiscal surety, as provided below, to assure completion of all construction required under this Code following issuance of the site

development permit. If the landowner or developer of a subdivision decides or elects to post fiscal surety in lieu of completing construction prior to final plat approval, the landowner or developer may utilize one of the following methods of posting fiscal surety. If the landowner or developer elects to post fiscal surety for subdivision or site development related construction, the plat shall not be approved or the permit shall not be issued unless the landowner or developer has done the following:

- 1. The landowner's or developer's engineer shall provide the City an estimate of the total cost of all uncompleted or unaccepted improvements as may be required by this Code; and the estimate shall be acceptable to the City Administrator or his designee; and,
- 2. The City Administrator shall require sufficient fiscal surety to insure the orderly development within any subdivision or site development in the form of either (1) a performance bond or (2) an irrevocable letter of credit, equal to 110% of the estimated total cost of the improvements not yet completed and/or accepted as complete. Such letter of credit or bonds shall be issued by a financial institution authorized to do business in the State of Texas. Furthermore, the financial institution shall be reviewed and approved in advance and the letters of credit or bonds shall conform to forms or criteria approved in advance by the City Council.
- 3. The fiscal surety shall be for the purpose of securing the estimated cost of completing such improvements, should the City find it necessary to complete the improvements in lieu of the landowner or developer. The landowner or developer shall complete all such improvements specified or referenced in the subdivision plat or site development permit and the construction plans for the same, within one (1) year from the date of final plat approval or site development permit issuance unless granted an extension by the City. Failure to do so shall authorize the City to complete the improvements using the fiscal surety provided by the landowner or developer.
- D. It is expressly understood that, as a condition to the approval of said subdivision or site development, no sale of any lot may be completed until all utilities are installed and all other improvements required by this Code are made within the block in which said lot is contained.

# 7.05.03 Requirements Prior to Final Acceptance for Maintenance

- A. The landowner or developer shall ensure that all of the facilities constructed in accordance with the requirements of this Code will perform and remain in good working order and in accordance with the design performance criteria of each such facility, for one (1) year commencing on the date of approval of final completion by the City Administrator or his designee.
- B. Prior to final acceptance for maintenance of the completed improvements by the City Administrator, the landowner or developer shall require any construction contractors with whom he contracts for furnishing materials and for installation of the improvements required under this Code, to provide written guarantees to the City, and shall himself be required to furnish to the City, a written guarantee, that all workmanship and materials shall be free of defects for a period of one (1) year from the date of acceptance by the City Administrator. The guarantee shall be either in the form of a one (1) year warranty bond executed by a corporate surety licensed to do business in the State of Texas, conditioned that the improvements are free from defects in materials and workmanship, or an irrevocable letter of credit from a financial institution authorized to do business in Texas, and approved by the City Administrator, committing funds for the correction and repair of any defects in materials or workmanship. Said bonds or letters of credit shall be in the amount of at least twenty (20) percent of the total construction cost. The financial institution shall be reviewed and approved in advance and the letters of credit or bonds shall conform to forms or criteria approved in advance by the City Council. The one- (1) year assurance period shall commence on the date of approval of final completion of the improvements by the City Administrator or his designee.

# 7.05.04 Acceptance of Improvements

A. During the course of installation and construction of the required improvements, the City Administrator or his designee shall make periodic inspections of the work to insure that all improvements comply with the requirements of this Code. Upon completion of installation and construction of all required improvements, the landowner or developer may seek acceptance of all public improvements by the City by submitting the required number of copies of as-built plans and a one- (1-) year maintenance bond as specified in the terms and conditions above. In addition, the landowner or developer shall provide a certified statement signed by a registered professional engineer that all improvements have been installed and constructed in accordance with the submitted as-built

plans.

- B. After final inspection, the City Administrator shall notify the landowner or developer and the City Attorney in writing as to its acceptance or rejection. The City Administrator shall reject such construction only if it fails to comply with the standards and specifications contained or referred to herein. No release of any posted fiscal surety shall occur until the City has formally accepted the constructed improvements that are the subject of such surety.
- C. If the City Administrator rejects such construction, the City Attorney shall, upon direction of the City Council, proceed to enforce the guarantees provided in this Chapter.
- D. When good cause exists, the City Administrator may extend the period of time for completion. Such extension of time shall be reported to the City Council and recorded in the minutes. No such extension shall be granted unless fiscal surety, as set forth above, has been provided by the landowner or developer covering the extended period of time.

# 7.05.05 Maintenance and Supervision

Where a subdivision contains sewers, sewage treatment facilities, water supply systems, water quality protection facilities, streets and other transportation related improvements, parks and grounds held in common, park and recreation improvements, drainage easements and/or drainage improvements, landscape improvements or other physical facilities necessary or desirable for the welfare of the area, or that are of common use or benefit which are not or cannot be satisfactorily maintained by an existing public agency, provision shall be made, which is acceptable to the City Council, for the proper and continuous operation, maintenance, and supervision of such facilities. A copy of the agreements providing for the proper and continuous operation, maintenance and supervision of such facilities shall be presented to the City Administrator and approved as to form by the City Attorney prior to the time of final plat approval or site development permit issuance and shall be filed of record with the plat or permit.

# 8.00 Appendix: References and Definitions

# **Purpose and Intent**

The purpose of this Chapter is to define words with a special meaning relative to the goals and purposes of this Unified Development Code. Words not listed in this section shall be defined using the Webster's Third New International Dictionary, unabridged.

# 8.01 Use Definitions

<u>GENERAL DESCRIPTION OF RESIDENTIAL USE TYPES</u>. Residential use types include the occupancy of living accommodations on a wholly or primarily nontransient basis.

<u>SINGLE-FAMILY RESIDENTIAL (DETACHED)</u>. The use of a site for only one dwelling unit, other than mobile home or modular home.

<u>SINGLE-FAMILY RESIDENTIAL (ATTACHED)</u>. A single-family dwelling constructed as part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation. Included under this use category is townhouse and condominium.

<u>DUPLEX RESIDENTIAL</u>. The use of site for two dwelling units, within a single building, other than a mobile home or modular home.

<u>TOWNHOUSE RESIDENTIAL</u>. The use of a site for two or more townhouse dwelling units, constructed with common or abutting walls each located on a separate ground parcel within the total development site, together with common area serving all dwelling units.

<u>CONDOMINIUM RESIDENTIAL</u>. The use of a site for four or more dwellings units intended for separate ownership, together with common area serving all dwelling units.

<u>MULTIPLE-FAMILY RESIDENTIAL</u>. The use of a site for three or more dwelling units, within one or more buildings.

<u>GROUP RESIDENTIAL</u>. The use of a site for residential occupancy of living accommodations by groups of more than six persons not defined as a family, on a weekly or longer basis. Typical uses include occupancy of fraternity or sorority houses, dormitories, residence halls, halfway houses, or boarding houses.

<u>MODULAR HOME RESIDENTIAL</u>. A dwelling that is manufactured in two or more modules at a location other than the home site and which is designed as residence when the modules are transported to the home site, and the modules are joined together and installed on a permanent foundation system in accordance with the appropriate Code requirements. Modular residence construction shall be in accordance with the Texas Manufactured Housing Standards Act and shall include the plumbing, heating/air conditioning and electrical systems to be contained in the structure. The term modular home or residence shall not mean nor apply to a mobile home as defined in the Texas Manufactured Housing Standards Act, nor is it to include building modules incorporating concrete or masonry as a primary component.

MANUFACTURED HOME RESIDENTIAL. The use of a site for residential occupancy of a manufactured home (or mobile home if on premises prior to the adoption of this Code) on a weekly or longer basis. Typical uses include mobile home parks or mobile home subdivisions. An incorporated city may prohibit the installation of a mobile home for use or occupancy as a residential dwelling within its corporate limits. Any such prohibition must be prospective and shall not apply to a mobile home previously legally permitted and used or occupied as a residential dwelling within the city. Permits for such use and occupancy must be granted by an incorporated city for the replacement of a mobile home within its corporate limits with a HUD-Code manufactured home." (Texas Revised Civil Statues, Article 5221 f(4A)).

<u>GENERAL DESCRIPTION OF COMMERCIAL USE TYPES</u>. Commercial use types include the sale, rental, service, and distribution of goods, and the provision of services other than those classified as Industrial or Civic Uses.

<u>ADMINISTRATIVE AND BUSINESS OFFICES</u>. Offices or private firms or organizations which are primarily used for the provision of executive, management, or administrative services. Typical uses include administrative offices, and services including real estate, insurance, property management, investment, personal, travel, secretarial services, telephone answering, photocopy and reproduction, and business offices of public utilities, organizations and associations, or other use classifications when the service rendered is that customarily associated with administrative office services.

<u>AGRICULTURAL SALES AND SERVICES</u>. Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, pesticides and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include hay, feed and grain stores, and tree service firms.

<u>AUTOMOTIVE AND EQUIPMENT SERVICES</u>. Establishments or places or [of] business primarily engaged in automotive related or heavy equipment sales or services. The following are automotive and equipment use types:

<u>Automotive Washing</u>. Washing and cleaning of automobiles and related light equipment. Typical uses include auto laundries or car washes.

Fuel Service Station. Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles.

<u>Commercial Off-Street Parking</u>. Parking of motor vehicles on a temporary basis within a privately owned off-street parking facility, other than accessory to a principal use. Typical uses include auto rental agencies, trailer rental agencies, and taxicab parking and dispatching.

<u>Vehicle Sales</u>. Sale or rental of automobiles, noncommercial trucks, motorcycles, motor homes (RVs), recreational vehicles or boats, including incidental storage, maintenance and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, and recreational vehicle dealerships.

<u>Equipment Sales</u>. Sale or rental of trucks, tractors, construction equipment, agricultural implements, manufactured homes, and similar heavy equipment, including storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, mobile home dealerships, and sales (but specifically excluding dismantling or salvage of vehicles).

<u>Automotive Repair Services</u>. Repair of automobiles[,] noncommercial trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities (but specifically excluding dismantling or salvaging of vehicles).

<u>Equipment Repair Services</u>. Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, trucking yard terminal, tractor and farm implement repair services, and machine shops (but specifically excluding dismantling or salvaging of vehicles).

<u>Vehicle Storage</u>. Long term storage of operating or nonoperating vehicles. Typical uses include storage of private

parking tow-a-ways or impound yards, (but specifically excluding dismantling or salvaging of vehicles).

<u>BUILDING MAINTENANCE SERVICES</u>. Establishments primarily engaged in the provision of maintenance and custodial services to firms rather than individuals. Typical uses include janitorial, landscape maintenance, or window cleaning services.

<u>BUSINESS SUPPORT SERVICES</u>. Establishments or places of business primarily engaged in the sale, rental or repair of equipment and supplies used by office, professional and service establishments to the firms themselves rather than to individuals, but excludes automotive, construction and farm equipment. Typical uses include office equipment and supply firms, small business machine repair shops, hotel equipment and supply firms.

<u>BUSINESS OR TRADE SCHOOL</u>. A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.

<u>CAMPGROUND</u>. Campground facilities providing camping and/or parking areas and incidental services for travelers in recreational vehicles or tents. Typical uses include recreational vehicle parks.

<u>COCKTAIL LOUNGE (BAR or TAVERN)</u>. Establishment or places of business engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars[,] cocktail lounges, and similar uses other than a restaurant as that term is defined herein.

<u>COMMERCIAL RECREATION</u>. Establishment or places of business primarily engaged in providing sports, entertainment, or recreation for participants or spectators. The following are commercial recreational use types:

<u>Indoor Sports and Recreation</u>. Uses conducted within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice and roller skating rinks, penny arcades, electronic video games, and indoor racquetball courts.

<u>Outdoor Sports and Recreation</u>. Uses conducted in open or partially enclosed or screened facilities. Typical uses include driving ranges, miniature golf courses, golf courses, swimming pools, tennis courts, and outdoor racquetball courts.

<u>Indoor Entertainment</u>. Predominantly spectator uses conducted within an enclosed building. Typical uses include motion picture theaters, meeting halls, and dance halls.

<u>Outdoor Entertainment</u>. Predominantly spectator uses conducted in open or partially enclosed or screened facilities. Typical uses include sports arenas, racing facilities, and amusement parks.

<u>COMMUNICATION SERVICES</u>. Establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms but excluding those classified as Major Utility Facilities. Typical uses include television studios, telecommunication service centers, telegraph service offices, film recording, sound recording, and cable television operations.

<u>CONSTRUCTION SALES AND SERVICES</u>. Establishments or places of business primarily engaged in construction activities and incidental storage on lots other than construction sites as well as the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures, but excluding retail sale of paint, fixture and hardware, and those classified as one of the Automotive and Equipment Service use types. Typical uses include building materials stores, tool equipment rental or sales, building, plumbing, electrical, or mechanical contractors.

<u>CONSUMER CONVENIENCE SERVICES</u>. Establishments which provide services, primarily to individuals, of a convenient and limited nature, often in access-controlled facilities which make twenty-four hour operation possible. Typical uses include the renting of private postal and safety deposit boxes to individuals and automated banking machines.

<u>CONSUMER REPAIR SERVICES</u>. Establishments primarily engaged in the provision of repair services to individuals and households rather than firms, but excluding Automotive and Equipment Service use types. Typical uses include appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.

<u>CONVENIENCE STORAGE</u>. Storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding uses such as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing and mini-storage units.

<u>DRIVE THROUGH FACILITIES</u>. Facilities provided by an establishment or place of business for the purpose of allowing a customer or patron to transact business, whether it be pick-up, drop-off, ordering, or service, from a motor vehicle.

**EATING ESTABLISHMENTS**. A use engaged in the preparation and retail sale of food and beverages, including

sale of alcoholic beverages when conducted as an accessory or secondary feature and producing less than fifty (50) percent of the gross income. A general restaurant may include live entertainment with amplified sound. Typical uses include restaurants, coffee shops, dinner houses, dinner theater, and similar establishments with incidental alcoholic beverage service.

<u>EXTERMINATING SERVICES</u>. Services related to the eradication and control of rodents, insects, and other pests, with incidental storage on lots other than where the service is rendered.

<u>FINANCIAL SERVICES</u>. Establishments primarily engaged in the provision of financial and banking services. Typical uses include banks, savings and loan institutions, loan and lending activities, and similar services.

<u>FOOD SALES</u>. Establishments or places of business primarily engaged in the retail sale of food (with incidental sale of beer and wine) or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops. Restaurants are specifically excluded from this definition.

<u>FUNERAL SERVICES</u>. Establishments engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals. Typical uses include funeral homes or mortuaries.

<u>GENERAL RETAIL SALES</u>. Sale or rental of commonly used goods, and merchandise for personal or household use. Typical uses include providing the following products or furniture stores, and establishments providing the following products or services: household cleaning and maintenance products, drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items, flowers, plants, hobby materials, toys, and handcrafted items; apparel, jewelry, fabrics, and like items; cameras, photography services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing appliances, art supplies and framing, arts, and antiques, paint and wallpaper, carpeting and floor covering, interior decorating services, office supplies, bicycles, and auto parts (inside a building with no repair services).

<u>HOTEL-MOTEL</u>. Lodging services involving the provision of room and/or board. Typical uses include hotels, motels and inns.

<u>KENNELS</u>. Boarding and care services for dogs, cats and similar small animals. Typical uses include boarding kennels, pet motels, or dog training centers.

<u>LAUNDRY SERVICES</u>. Establishments primarily engaged in the provision of laundering, dry cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.

<u>LIQUOR SALES</u>. Establishments or places of business engaged in retail sale for consumption off the premises of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sale of liquor beer or wine for off-site consumption.

<u>MEDICAL OFFICES</u>. A use providing consultation, diagnosis, therapeutic, preventative or corrective personal treatment services by doctors, dentists, medical and dental laboratories, physical therapists, optometrists, and similar practitioners of medical and healing arts for humans licensed for such practice by the State of Texas.

<u>PAWN SHOP SERVICES</u>. A use engaged in the loaning of money on the security of property pledged in the keeping of the pawnbroker, and the incidental sale of such property.

<u>PERSONAL IMPROVEMENT SERVICES</u>. Establishment or places of business primarily engaged in providing informational, instructional, personal improvement and similar services of a nonprofessional nature. Typical uses include photography studios, driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.

<u>PERSONAL SERVICES</u>. Establishments or places of business primarily engaged in providing frequently or recurrently needed services of a personal nature. Typical uses include beauty salons, barber shops, seamstresses, tailors, shoe repair shops, tanning salons, dry cleaning pick-up station services, and coin operated laundries.

<u>PET SERVICES</u>. Retail sales, veterinary services, grooming, boarding when totally within a building, of dogs, cats, birds, fish, and similar small animals customarily used as household pets. Typical uses include pet stores, small clinics, dog bathing and clipping salons, and pet grooming shops but excluding uses for livestock and large animals.

<u>PROFESSIONAL OFFICE</u>. A use providing professional or consulting services in the fields of law, architecture, design engineering, accounting, and similar professions.

<u>RESEARCH SERVICES</u>. Establishments primarily engaged in research of an industrial or scientific nature but excluding product testing. Typical uses include electronics research laboratories, space research and development

firms, and pharmaceutical research.

<u>SCRAP AND SALVAGE SERVICES</u>. Places of business primarily engaged in the storage, sale, dismantling or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junkyards or salvage yards.

<u>SHOPPING CENTER OR MALL</u>. An integrated grouping of commercial activity, primarily of a retail and personal service nature, in a building complex having the individual establishments joined by a common covered pedestrian mall or walkway.

<u>STABLES</u>. Boarding, breeding or raising of horses not owned by the occupants of the premises or riding of horses by other than the occupants of the premises or their nonpaying guests. Typical uses include boarding stables or public stables.

<u>VETERINARY SERVICES</u>. Veterinary services and hospitals for animals. Typical uses include pet clinics, dog and cat hospitals, and veterinary hospitals for livestock and large animals.

<u>GENERAL DESCRIPTION OF INDUSTRIAL USE TYPES</u>. Industrial use types include the on-site extraction or production of goods by methods not agricultural, and storage and distribution of products.

<u>HEAVY INDUSTRIAL</u>. A use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage, or manufacturing processes utilizing flammable or explosive materials, or storage or manufacturing processes which potentially involve hazardous or commonly recognized offensive conditions.

<u>LIGHT INDUSTRIAL</u>. A use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing. Typical uses include winery, sheet metal shop, welding shop and machine shop.

<u>WAREHOUSING AND FREIGHT MOVEMENT</u>. Establishments or places of business primarily engaged in wholesaling, storage, distribution and handling of materials and equipment other than live animals and plants. The following are wholesaling, storage and distribution use types:

<u>Limited Warehousing and Distribution</u>. Wholesaling, storage, warehousing services within enclosed structures. Typical uses include wholesale distributors, storage warehouses and moving and storage firms.

<u>General Warehousing and Distribution</u>. Open-air storage, distribution and handling of materials and equipment. Typical uses include monument and stone yards, grain elevators, open storage yards, and petroleum products storage and distribution.

<u>RESOURCE EXTRACTION</u>. A use involving the on-site extraction of surface or subsurface mineral products or natural resources. Typical uses include quarries, borrow pits, sand and gravel operations, oil and gas extraction, and mining operations.

<u>STOCKYARDS</u>. Stockyard services involving the temporary keeping of livestock for slaughter, market or shipping. Typical uses include stockyards and animal sales in auction yards.

<u>GENERAL DESCRIPTION OF CIVIC USE TYPES</u>. Civic use types include the performance of utility, educational, recreational, cultural, medical, productive, governmental, and other uses which are strongly vested with public or social importance.

<u>ADMINISTRATIVE SERVICES</u>. Offices, administrative, clerical or public contract services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.

<u>AVIATION FACILITIES</u>. Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental or [of] aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.

<u>CEMETERY</u>. Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbarium's, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.

<u>CLUB OR LODGE</u>. A use providing meeting, recreational, or social facilities for a private or nonprofit association, primarily for use by members and guests. Typical uses include private social clubs and fraternal organizations.

COLLEGE AND UNIVERSITY FACILITIES. Educational institutions of higher learning which offer a course of

study designed to culminate in the issuance of a degree as defined by the Education Code of the State of Texas.

<u>COMMUNITY RECREATION</u>. A recreational facility for use by residents and guests of a particular residential development, planned unit development, church, private primary educational facility, private secondary educational facility, club or lodge, or limited residential neighborhood, including both indoor and outdoor facilities.

<u>CONVALESCENT SERVICES</u>. A use providing bed care and in-patient services for persons requiring regular medical attention, such as nursing home, but excluding facilities providing surgical or emergency medical services, facilities providing care for alcoholism, drug addiction, mental disease, or communicable disease.

<u>CULTURAL SERVICES</u>. A library, museum, or similarly registered nonprofit organizational use displaying, preserving, and exhibiting objects of community and cultural interest.

# EDUCATIONAL FACILITIES.

(*PUBLIC*). A public school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Texas.

(<u>PRIVATE</u>). A private or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Texas.

<u>DETENTION SERVICES</u>. A publicly operated use providing housing and care for individuals legally confined.

<u>GUIDANCE SERVICES</u>. A use providing counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition, on a day time care basis.

# **HOSPITAL SERVICES**.

<u>Hospital Services (General)</u>. A facility providing medical, psychiatric, or surgical service for sick or injured persons, primarily on an in-patient basis, and including ancillary facilities for out-patient and emergency treatment, diagnostic services, training, research, administration, and services to patients, employees, or visitors.

<u>Hospital Services (Limited)</u>. A facility providing medical, psychiatric, or surgical services for sick or injured persons exclusively on an out-patient basis, including emergency treatment, diagnostic services, training, administration, and services to out-patients, employees, or visitors.

<u>LOCAL UTILITY SERVICES</u>. Services which are necessary to support principal development and involve only minor structures such as lines and poles which are necessary to support principal development.

<u>MAINTENANCE AND SERVICE FACILITIES</u>. A facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities, including corporation yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

<u>MAJOR UTILITY FACILITIES</u>. Generating plants, electrical switching facilities and primary substations, refuse collection or disposal facilities, water and wastewater treatment plants, and similar facilities.

MILITARY INSTALLATIONS. Military facilities of the federal and state governments.

<u>PARK AND OPEN SPACE AND RECREATION SERVICES</u>. Publicly owned and operated parks, playgrounds, recreation facilities, and open spaces.

**RAILROAD FACILITIES.** Railroad yards, equipment servicing facilities, and terminal facilities.

<u>RELIGIOUS ASSEMBLY</u>. A use located in a permanent or temporary building and providing regular organized religious worship and religious education incidental thereto, but excluding private primary or private secondary educational facilities, community recreational facilities, and parking facilities. A property tax exemption obtained pursuant to Property Tax Code of the State of Texas shall constitute prima facie evidence of religious assembly use.

<u>SAFETY SERVICES</u>. Facilities for the conduct of public safety and emergency services, including police and fire protection services and emergency medical and ambulance services.

<u>TRANSPORTATION TERMINAL</u>. A facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express between modes or [of] transportation, including bus terminals, railroad stations, airport terminals, and public transit facilities.

<u>GENERAL DESCRIPTION OF AGRICULTURAL USE TYPES</u>. Agricultural use types include the on-site production of plant and animal products by agricultural methods.

<u>HORTICULTURE</u>. The growing of horticulture and floricultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes, but excluding retail sales. Typical uses include wholesale plant nurseries and greenhouses.

# 8.02 Definitions

The following section contains definitions applicable to this ordinance.

<u>Abandoned Sign</u>. A permitted sign erected on property in conjunction with a particular use that has been discontinued for a period of 30 days or more.

<u>Abandoned Vehicle</u>. Any motor vehicle, trailer or semi-trailer, or watercraft that is inoperative and left unattended on public or private property; or that has remained illegally on public or private property; or that has remained on public or private property and (a) does not display valid registration plates or (b) displays registration plates of another vehicle.

<u>Acceleration/Deceleration Lane</u>. A portion of a roadway designed to allow vehicles to safely decelerate for turns onto intersecting streets or safely accelerate to merge with the prevailing traffic flow.

<u>Accessory Dwelling Unit</u>. A residential use, structure, or building incidental to the principal permitted or conditionally approved use on a site, whether comprising a portion of the principal structure on the site or located within an accessory structure or building.

<u>Accessory Structure</u>, <u>Building or Use</u>. A building or use that is all of the following: a) constructed or located on the same zoning as the main building, or use served, except as may be specifically provided elsewhere in this Ordinance; b) clearly incidental to, subordinate in purpose to, and serving the principal use; and c) either in the same ownership as the principal structure, building or use or is clearly operated and maintained solely for the comfort, convenience, necessity, or benefit of the occupants, employees, customers, or visitors of the principal use.

Adjacent. Abutting and directly connected to or bordering.

Adjoining Properties. Property that touches or is directly across a street from the subject property.

<u>Adjustment of Numerical Standard</u>. In the case of the granting of an administrative exception, an allowance for adjustment of a numerical standard by the City Administrator or Board of Adjustment may be made, up to 10% from the minimum or maximum numerical standard. The standard is measured in decimal numbers, not percentages. For ex., a 15-foot setback could be adjusted by +/- 1.5 feet. And a 35% impervious cover limit (0.35) could be adjusted upwards by 10% up to 38.5% or 0.10 X 0.35 = 0.385, instead of the original 35%.

<u>Administrator</u>. That person designated by the City Council to administer and enforce the provisions of this Unified Development Code.

Administrative decisions. Those decisions that are made by the City Administrator.

<u>Adult-Oriented Business</u> means, but is not limited to, an adult arcade, adult bookstore, adult cabaret, adult lounge, adult novelty shop, adult service business, or adult theater.

- 1. <u>Adult Arcade</u> means a movie arcade, game arcade, or other business that primarily offers still or motion pictures or games that emphasize specified sexual activities or specified anatomical areas.
- 2. Adult Bookstore means a business:
- a. that primarily offers books, magazines, films or videotapes, periodicals, or other printed or pictorial materials that emphasize specified sexual activities or specified anatomical areas; and
- b. in which at least 35 percent of the gross floor area is devoted to offering merchandise described in above in (2) (a).
- 3. <u>Adult Cabaret</u> means a business that primarily offers live entertainment that emphasizes specified sexual activities or specified anatomical areas.
- 4. Adult Lounge means an adult cabaret that serves alcoholic beverages.
- 5. <u>Adult Novelty Shop</u> means a business that primarily sells products that emphasize specified sexual activities or specified anatomical areas, and in which at least 35 percent of the gross floor area is devoted to the sale of those products.
- 6. <u>Adult Service Business</u> means an adult encounter parlor, adult retreat, nude modeling studio, or a commercial enterprise that holds itself out to be primarily in the business of offering a service that is

distinguished or characterized by an emphasis on depicting, describing, or relating to specified sexual activities or specified anatomical areas.

7. <u>Adult Theater</u> means a business that primarily exhibits motion pictures that emphasize specified sexual activities or specified anatomical areas.

<u>Agricultural Activity</u>. Farming activities, including but not limited to plowing, tillage, cropping, installation of best management practices, seeding, cultivating, and harvesting for production of food and fiber products (except commercial logging and timber harvesting operations), the grazing and raising of livestock, aquaculture, sod production, orchards, nursery, and other products cultivated as part of a recognized commercial enterprise.

<u>Agricultural Land</u>. Land carried on the Williamson County Appraisal District tax rolls as agricultural land, or which is used for the purpose of conducting agricultural activities.

Agriculture. The use of land for the production and primary processing of food and fibers for sale, including cultivating, dairying, horticulture, pasturing, floriculture, silviculture, viticulture, animal and poultry husbandry, and such incidental accessory facilities as greenhouses and nurseries, provided that the operation of such accessory facilities shall be clearly secondary to normal agricultural activities. Agriculture includes, but is not limited to, the related activities of tillage, fertilization, pest control, harvesting, and marketing. It also includes, but is not limited to, the activities of feeding, housing, and maintaining of animals such as cattle, dairy cows, sheep, goats, hogs, horses, and poultry and handling their by-products.

<u>Allowable Density</u>. The total number of units permitted by the City for a tract of land. Allowable Density is based on the Gross Density and then factoring in the lot standards from Table 5.1 [4-4]).

<u>Amending Plat</u>. An amended plat is used to correct errors or omissions as long as it does not remove covenants Amended Plat - Any changes made to an approved preliminary or final plat. Also see grade elevation and grade-related terms.

Apartment. A multifamily dwelling unit.

<u>Average Grade</u>. The grade of the finished ground level at the midpoint of each exterior surface of a sign, or that of a structure to which a sign has been attached.

BSEACD. Barton Springs Edwards Aquifer Conservation District

Back-to-Back Sign.. A sign constructed on a single set of supports with messages visible on any side.

<u>Banners and Balloons</u>. Any animated, rotating, fluttering or nonstationary device made of flexible materials designed to attract attention.

<u>Basement</u>. That portion of a building having more than one-half (1/2) of its height below lot grade elevation.

<u>Bed and Breakfast</u>. A house that is used as a lodging facility for paying guests. A Bed and Breakfast is generally a smaller lodging facility than a hotel.

<u>Best Management Practices (BMPs)</u>. Conservation practices or systems of practices and management measures that control soil loss and reduce water quality degradation caused by nutrients, animal waste, toxicants, and sediment. Agricultural BMPs include, but are not limited to, strip cropping, terracing, contour stripping, grass waterways, animal waste structures, ponds, minimal tillage, grass and naturally vegetated filter strips, and proper nutrient application measures. BMPs [sic]

<u>Block</u>. An area of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, banks of waterways, or municipal boundary lines.

<u>Block face</u>. The properties abutting on one side of a street and lying between two nearest intersecting or intercepting streets, or nearest intersecting or intercepting street, nonsubdivided land, watercourse, or municipal boundary.

**Board of Adjustment (BOA)**. The BOA reviews and makes recommendations of on [sic] an appeal of an Administrative Decision and Administrative Exception or Variance to a zoning decision.

<u>Boarding and Rooming House</u>. A residential building or portion thereof, other than a motel, or hotel, which contains lodging rooms which that [sic] accommodate not more than 20 persons who are not members of the keeper's family. Lodging with or without meals is provided for compensation on a weekly or monthly basis.

<u>Buffer</u>. A strip or area of land, identified on a site plan or in a zoning ordinance, established to separate one type of land use from another land use. Normally, the area is landscaped or kept in open space use.

Building, Detached. A building surrounded by an open space on the same lot.

<u>Building Height</u>. The vertical distance measured from the finished grade elevation to the highest point of the underside of the building beams, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the under side of rafters between the eaves and the ridge of a gable, hip, or gambrel roof.

<u>Building Permit</u>. A written authorization to construct, erect, or alter a structure or building as issued by the City Administrator.

**Building Official**. An agent of the City who inspects building construction for plan/permit compliance.

Building, Principal. Any building which houses a primary or principal use of the land on which it is located.

<u>Building Setback Line</u>. A line measured a distance specified by this ordinance from the front, rear, and side lot lines on which no building or structure may be erected.

Caliper. The diameter of a tree trunk measured at four feet above the root collar.

<u>Canopy</u>. A roof-like structure of a permanent nature which may be freestanding or projected from a wall of a building or its supports.

<u>Canopy Sign</u>. Any type of building sign attached to, in any manner, or made a part of a canopy.

Canopy Tree. Canopy trees are trees that occupy the uppermost layer in a forest.

<u>Cemetery</u>. Land used for the burial of the dead, and dedicated for cemetery purposes, including columbaria, crematories, mausoleums, and mortuaries, when operated in conjunction with and within the boundary of such cemetery.

<u>Certificate of Occupancy</u>. The certificate issued by the City Administrator or designee that permits the use of a building or premises in accordance with the approved plans or permits and the provisions of law for the use and occupancy of the building in its several parts, together with any special stipulations or conditions of the building permit.

<u>Child Care Center (or Day Care Centers)</u>. Any place, home or institution that receives nine (9) or more children under the age of fourteen (14) years, and not of common parentage, for care apart from their natural parents, legal guardians, or custodians, when received for regular periods of time for compensation, provided that this definition shall not include public or private schools organized, operated, or approved under Texas laws, custody of children fixed by a court of competent jurisdiction, children related by blood or marriage within the third degree to the custodial person, or to churches or other religious or public institutions caring for children within the institutional building while their parents or legal guardians are attending service, activities, or meetings.

City Council.. The Mayor and City Council for the City of Liberty Hill.

*Clearing*. The removal of trees and brush from the land not including the ordinary mowing of grass.

<u>Clinic - Medical or Dental</u>. A building in which one or more specializing physicians and/or dentists have their offices. A clinic shall not include in-patient care (i.e., no overnight accommodation of patients).

<u>Cluster Development</u>. A development concept which encourages and permits variations in residential developments by allowing deviation in lot size, type of dwelling, lot coverage and open space from that which is normally required in the applicable zoning district. Dwelling units are concentrated in a selected area or selected areas of the development tract in order to provide natural habitat or other open space uses (including agriculture) on the remainder.

<u>Communication Tower</u>. Any radio, television or communication antenna or tower for uplink, downlink, relay, broadcast or reception of communication signals, but not including either mobile transmitters and receivers or any such facilities with a transmission power of less than seven (7) watts.

<u>Community Service</u>. Community service is a use that can be allowed in a residential area with a special use permit. Community Service is for such uses for volunteer service organizations, church services, and other similar services for the benefit of the community (not necessarily a City service).

<u>Community Service Signs</u>. A sign that advertises or solicits support for a nonprofit community use, public use or social institution. Such signs may include, but shall not be limited to: seasonal holidays such as Christmas or Easter, school or religious activities, sports boosters, or events of community interest. Such signs shall be placed only by: units of local, state or federal governments; nonprofit organizations; schools, the chamber of commerce; or normally recognized religious organizations.

<u>Community Sewerage System</u>. Any system, whether publicly or privately owned, serving multiple lots, dwelling units, businesses, commercial or industrial establishments for the collection, transportation and disposal of sewage

or industrial wastes of liquid nature, including various devices for the treatment of such sewage and industrial wastes

<u>Community Water Supply</u>. A source of water and a distribution system, including treatment and storage facilities, whether publicly or privately owned, serving or providing potable water to multiple lots, dwelling units, businesses or commercial or industrial developments.

<u>Comprehensive Plan</u>. The Comprehensive Plan of The City of Liberty Hill, as approved by the City Council, including any amendments. or extensions.

Comprehensive Drainage Plan. The adopted City of Liberty Hill Drainage Master Plan.

Comprehensive Utility Plan. The adopted City of Liberty Hill Utility Plan.

Competent evidence. Evidence that people of ordinary prudence would rely on in conducting their own affairs.

<u>Conditional Use</u>. A specific use that would not be appropriate generally or without restriction, the granting of which shall be based upon a finding by the Planning and Zoning Commission that certain conditions governing the proposed conditional use as detailed in this Ordinance Code [sic] exist, that the use conforms to the Comprehensive Plan and that it is compatible with the existing neighborhood.

<u>Construction Plans</u>. The maps, drawings, and specifications indicating the proposed location and design of improvements to be installed in a subdivision/site plan.

<u>County Road</u>. A public road or street which that [sic] is part of the Highway Maintenance System of Williamson County.

County. Williamson County, Texas.

<u>Critical Environmental Features</u>. Features which that [sic] have been determined to be of critical importance to the protection of one or more environmental resources. They include such features as bluffs, springs, canyon rim rocks, caves, sinkholes and wetlands.

<u>Critical Root Zone (CRZ)</u>. A region measured outward from the trunk of the tree representing the essential area of the roots that must be conserved or preserved for the tree's livelihood. The CRZ is measured as one foot of radial distance outward from the trunk for every inch of the tree caliper, and may not be less than a radius of eight feet[.]

Culvert. A drainage structure placed beneath an embankment typically with a span of less than twenty (20) feet.

<u>Day</u>. Calendar day, unless otherwise specified.

<u>Demolition by Neglect</u>. A condition where the principal structure of a historic resource has become unsafe as a result of 1) the deterioration of the foundations, exterior walls, roofs, chimneys, doors, or windows, so as to create or permit a hazardous or unsafe condition to exist, or 2) the deterioration of the foundations, exterior walls, roofs, chimneys, doors, windows, the lack of adequate waterproofing, or the deterioration of interior features which that [sic] will or could result in permanent damage, injury, or loss of or loss to foundations, exterior walls, roofs, chimneys, doors, or windows.

<u>Density</u>. The allowable, proposed or existing number of dwelling units per acre within a defined and measurable area. Floodplain and areas designated for stormwater detention and retention shall not be included in density calculations.

<u>Density Bonus</u>. An increase in the number of units per acre not to exceed 120% of the Maximum Development Density (e.g., Maximum Density Bonus in Medium Density Residential is 4.8 units per acre).

<u>Develop Land</u>. To change the runoff characteristics of a parcel of land in conjunction with residential industrial, commercial, or institutional construction or alteration.

<u>Developable Land (or Area)</u>. Land that is unconstrained by such conditions as steep slopes, floodways, floodplains, or adverse soil or water conditions that preclude development, and that does not have a significant environmental resource identified such as wetland, critical environmental features, or critical riparian habitats.

<u>Developer</u>. A person with freehold, possessor, or contractual interest in land proposed for development. See also "Subdivider."

<u>Development</u>. The construction or substantial alteration of open lands, or agricultural, residential, commercial, industrial, institutional, or transportation facilities or structures including any manmade change to improved or unimproved real estate, including, but not limited to buildings and other structures, dredging, fill, grading, paving, clearing, excavation, dumping, extraction, or storage of equipment or materials. Development includes the process of subdivision.

Development applications. Applications submitted to the City for consideration of a permit for construction.

<u>Development Project Completion</u>. Means, for the purposes of a forestation, reforestation, or payment of "fees-in-lieu" into a fund: A) the release of the development bond, if required; B) acceptance of the project's streets, utilities, and public services by the responsible Department(s); or C) designation by the City Council (Planning and Zoning Commission) that a development project has been completed, or a particular stage of a staged development project, including a planned unit development, has been completed.

<u>Dilapidated Sign</u>. Any sign that is structurally unsound, has defective parts, or is in need of painting or maintenance.

<u>Directional Sign</u>. A sign that is freestanding and whose primary purpose is to give directions to parking lots, exits, entrances, drive-through windows or similar locations.

<u>Double-Faced Sign</u>. A sign with two faces that are usually, but not necessarily, parallel.

<u>Drive through (also Drive-up Access)</u>. A place of business operated for the retail sale of products, services, or entertainment. It is designed to allow its patrons to be served or accommodated while remaining in their motor vehicles. Such business may also be designed to accommodate pedestrian traffic.

<u>Driveway</u>. A private access road, drive, or lane to an individual residence, which is contained within the lot or parcel and is not intended to serve any other lot or parcel of land.

<u>Dwelling</u>. A building, or portion thereof, designed or used exclusively for residential occupancy, including single-family dwellings, two-family dwellings, and multiple-family dwellings, (not including hotels and motels).

Dwelling, Attached. A dwelling that is joined to another dwelling at one or more sides by a wall or part walls.

<u>Dwelling</u>, <u>Detached</u>. A dwelling that is entirely surrounded by open space on the same lot.

<u>Dwelling, Multiple-family (also multifamily)</u>. A building, or portion thereof, containing three (3) or more dwelling units.

Dwelling, Single-family. A building containing one (1) dwelling unit only.

<u>Dwelling Unit</u>. One room, or rooms connected together, constituting a separate, independent housekeeping establishment for human occupancy, or rental or lease on a weekly, monthly or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

Engineer. Unless otherwise specified, any mention of "Engineer" refers to the City Engineer.

<u>Easement</u>. A right to land generally established in a real estate instrument or on a recorded plat to permit the use of land by the public, a legal entity, or particular persons for specified uses.

*Ecosystem*. A more or less self-contained biological community together with the physical environment in which the community's organisms occur.

<u>Educational Facilities</u>. An education facility is a public or private school (not a day care) for primary or secondary education. This also includes other educational services such as driver's education, beauty school, etc.

# Edwards Aquifer Related Terms.

<u>Contributing Zone</u>. All land generally to the west and upstream of the Edwards Aquifer Recharge Zone that provides drainage into the Edwards Aquifer Recharge Zone.

<u>Recharge Zone</u>. The boundaries of the recharge zone shall encompass all land over the Edwards Aquifer, recharging the same, as determined by the Texas Commission on Environmental Quality (TCEQ formerly TNRCC) and the Barton Springs Edwards Aquifer Conservation District (BSEACD).

<u>Electric Sign</u>. A self-illuminated or externally illuminated sign or sign structure in which electric wiring, connections and/or fixtures are used, as part of the sign, to provide illumination.

*Enclosed Storage*. A building with walls on all sides, where items are stored for a fee.

<u>Estoppels</u>. A bar preventing one from making an allegation or a denial that contradicts what one has previously stated as the truth.

<u>Excavation</u>. Any act by which soil or rock is cut into, dug, quarried, uncovered, removed, displaced, or relocated including the conditions resulting therefrom.

Existing Sign. Any sign erected, mounted or displayed prior to the adoption of this subchapter[.]

<u>Exterior Features</u>. The architectural style, design, and general arrangement of the exterior of a historic resource, including the color, nature, and texture of building materials, and the type and style of all windows, doors, light fixtures, signs, or other similar items found on, or related to, the exterior of a historic resource.

<u>Extraterritorial Jurisdiction (ETJ)</u>. The unincorporated area that is contiguous to the corporate boundaries of the municipality and that is located within one-half mile of those boundaries (in the case of a municipality with fewer than 5,000 inhabitants). The ETJ increases as population increases.

<u>Facade</u>. The entire building wall (including street wall face, parapet, fascia, windows, doors, canopy and roof) on any completed building.

*Facade Easement*. Applies to a Certificate of Design Compliance. In the case of a request of a Demolition of a Historical Site, the Front Facade of said historic building may remain after demolition as an easement to protect the facade in perpetuity.

<u>Family Day Care</u>. A private residence where eight (8) or fewer children receive care and supervision for periods of less than 24 hours per day.

<u>Family</u>. Two or more persons occupying a dwelling unit and using common cooking facilities, provided that unless all members are related by blood or marriage, or legal adoption, no such shall contain more than four (4) nonrelated persons. Family members related by blood or marriage shall be a father, mother, son, daughter, grandfather, grandmother, grandson and granddaughter.

Farm Plan. A "Soil Conservation and Water Quality Plan" prepared by the Soil Conservation District.

<u>Fence</u>. A barrier made of wire, wood, metal, masonry, or other material used as a screen or enclosure for a yard or open space. It includes a wall, gate, or structure which that [sic] functions to enclose an open space or yard; however, a retaining wall, freestanding sign, or landscape structure is not considered a fence except for that portion which that [sic] functions as a fence.

Fill. A deposit of materials of any kind placed by artificial means.

# Final Plat.

A final plat is a subdivision or drawing intended for recordation in the plat records of the county in which the subdivision is located. Final plat submittal will normally be consolidated with construction plan/development permit submittal. There are three types of final plats.

A final plat that requires a preliminary plan and concurrent construction plans for streets and infrastructure of the Land Development Code. The preliminary plan must be approved prior to the final plat approval.

<u>Fiscal Surety</u>. Fiscal surety is for the purpose of securing the estimated cost of completing capital improvements, should the City find it necessary to complete the improvements instead of the landowner or developer. Fiscal surety can be in the form of a line of credit or Assurance of Bonds.

<u>Fixed Projection Sign</u>. A sign, other than a flag sign, that extends outward for more than six inches from the facade of any building, and is rigidly affixed thereto.

<u>Flashing Sign</u>. A sign with flashing, blinking or moving lights, regardless of wattage, whether directly or indirectly illuminated, except for time and temperature signs. This includes a sign that uses traveling lights, traveling lighted messages, or flashing lights.

<u>Flat Sign</u>. A sign erected parallel to, attached within six inches of, and supported throughout its length by the facade of a building. A flat sign does not extend above that building.

# Floodplain Related Terms:

<u>Base Flood (Elevation)(BFE)</u>. The (flood) elevation of the lowest habitable floor of any building as established in a flood elevation certificate executed by a Texas licensed property line or land surveyor. A floor used only for storage purposes is not a habitable floor, nor is an unfinished area or enclosure usable solely for parking of vehicles or building access considered habitable. Where the boundaries of the flood and mudflow related erosion areas having special hazards have been designated as Zone A, M and/or E.

<u>Flood Insurance Rate Map (FIRM)</u>. Map which depicts the minimum special flood hazard area to be regulated by this Ordinance Code [sic] (unless a Floodway Map is available).

*Floodplain*. Land typically adjacent to a body of water with ground surface elevations that are inundated by the base flood.

*Flood Protection Elevation (FPE)*. The base flood elevation plus one foot.

<u>Floodway</u>. The channel of a river of or [sic] other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

<u>Floodway Map</u>. Map depicting floodways and special flood hazard areas which that [sic] are regulated by this Ordinance Code [sic].

Floodway Fringe. That portion of the floodplain outside the floodway.

<u>100-Year Floodplain</u>. An area along or adjacent to a stream or body of water that is capable of storing or conveying floodwaters during a 100-year frequency storm event, or a 100-year flood.

Floor Area Ratio, (FAR). See "Rules of Measurement"

*Flow Attenuation*. Prolonging the flow time of runoff to reduce the peak discharge.

<u>Freestanding Sign</u>. A sign supported by a sign structure secured in the ground, and which is wholly independent of any building, fence, vehicle or other support. Freestanding signs may have more than one section, one of which may be changeable.

<u>Frontage</u>. The length of all the property fronting on one side of a street between the two nearest intersecting streets, measured along the line of the street; or if dead-ended, then all of the property abutting on one side between an intersection street and dead end of the same.

<u>General Development Plan</u>. A map or plat designed to illustrate the general design features and street layout of a proposed subdivision which is proposed to be developed and platted in sections.

<u>GPS</u>. Global Positioning System - a technology used to identify exact geographical coordinates for use in surveying and planning.

<u>Garden Apartments</u>. A type of multifamily housing. Dwelling units share a common outside access. Ownership is not a factor in this type of unit, and may be either rental or condominium.

<u>Geographic Information System (GIS)</u>. The City will maintain an electronic mapping system in National Geodetic Vertical Datum (NGVD) of 1929 elevation. Surveys and plats submitted for review and Flood Elevation Certificates are required to be referenced to NGVD. The GIS interface for the City is ArcView (an ESRI Product).

<u>Grade Elevation</u>. A measurement determined by averaging the elevations of the finished ground at all corners and/or other principal points in the perimeter wall of the building.

Grade-Related Terms.

Existing Grade. The vertical location of the existing ground surface prior to excavating or filling.

Finished Grade. The final grade or elevation of the ground surface conforming to the proposed design.

<u>Grading</u>. Any stripping, excavating, filling, including hydraulic fill, stockpiling or any combination thereof. Grading does not include plowing, disking and cultivating for lawn establishment or renovation.

Gross Floor Area. The total area of all floors of a building measured to the outside surfaces of the exterior walls.

<u>Gross Residential Density</u>. The number of dwelling units allowed per the base zoning district multiplied by the total site acreage. This number will be affected by Lot Standards in Table 5.1 [4-4].

Gross Site Area. The total amount of acreage of raw land.

[Gross Density = Gross Site Area \* Maximum Development Density]

<u>Guarantee of Performance</u>. A credit guarantee that a prospective developer provides to the City of Liberty Hill to provide assurances to the City that the work on the development (particularly infrastructure improvements) will be made according to original plans as approved.

Health Officer. Health Officer for Williamson County.

*Height*. The vertical dimension measured from finished grade to the highest point of the thing being measured. See also: Building Height.

*Historic Area Work Permit*. A permit issued, or to be issued, by the City Administrator, authorizing work on a historic resource within a designated historic district or landmark.

<u>Historic District</u>. A historic resource comprised of 2 or more properties which that [sic] are significant as a cohesive unit and contribute to historical, architectural, archeological, or cultural values, which has been identified by the Historic Preservation Commission and duly classified pursuant to the procedures of the Texas Historical

Commission. A historic district includes all property within its boundaries, and may overlay any zoning district.

<u>Historic Landmark</u>. Any individual historic resource that is significant and contributes to historical, architectural, archeological, or cultural values, which has been identified by the Texas Historical Commission and duly classified.

*Historic Resource*. An area of land, building, structure, or object, or a group or combination thereof, including appurtenances and environmental setting which that [sic] may be significant in national, state, or local history, architecture, archeology, or culture.

<u>Home Occupation</u>. An accessory use as a personal service or profession or use customarily conducted within a dwelling carried on by a resident thereof, which does not change the residential character of the dwelling.

<u>House Number</u>. The coordinate number and street name assigned to any structure or parcel of land.

*Illuminated Sign, External.* Any sign that is directly lighted by an external source.

*Illuminated Sign, Internal.* Any sign that transmits light through its face or any part thereof[.]

*Immediate family*. A person who is the applicant's father, mother, son, daughter, grandfather, grandmother, grandson, or granddaughter.

Impervious Material. A material, that does not allow infiltration.

*Impervious Surfaces*. All buildings, roads, parking and driveways, paving, patios, decks, stoops, porches, steps, walkways, piers, or swimming pools constructed on a lot which that [sic] reduce the infiltration capacity of the land or result in increased stormwater runoff. Wooden decks and walkways (or portions thereof) shall be credited by fifty (50) percent of there [sic] the total square footage.

*Impracticable*. Not capable of being put into practice or of being done or accomplished.

<u>Incidental Sign</u>. A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "loading only," "telephone," an address, and other similar directives limited to four square feet.

<u>Industrial Park</u>. A special or exclusive type of planned industrial area designed and equipped to accommodate a community of industries, providing them with all necessary facilities and services in attractive surroundings among compatible neighbors. Industrial parks may be promoted or sponsored by private developers, community organizations or government organizations.

<u>Infiltration</u>. The passage or movement of water into the soil surface. Also means, potable or nonpotable water from dripping or leaking pipes, valves, plumbing or fixtures, or seep water, rain water or stormwater entering in sewer lateral lines on private property through cracks, pipe joints, openings or other defects in the lateral line[.]

<u>Inflatable Sign</u>. A sign that is either expanded to its full dimensions or supported by gasses contained within the sign, or sign parts, at a pressure greater than atmospheric pressure.

<u>Ingress/Egress Sign</u>. A sign designating only the direction of ingress or egress of a parking area or driveway, such as "in," "entrance," "exit," "one way," "do not enter" or "no exit."

*Interior Sign.* A sign displayed inside a building that is not within five feet of windows or doors.

<u>Intermittent Stream</u>. A stream which that [sic] has a period of zero flow for at least one week during most years. Where flow records are available, a stream with a 7O2 flow of less than 0.1 ft<sup>3</sup>/s is considered intermittent.

<u>Intrafamily transfer</u>. A "bona fide intrafamily transfer" means a transfer to a member of the owner's immediate family of a portion of the owner's property for the purpose of establishing a residence for that family member.

*Joint Use Facilities*. Any facilities owned and maintained in common by the inhabitants of the development, including, but not limited to, drives, water systems, sewer systems, parking areas, open space, club houses, amenities, and developed recreation areas.

<u>Junk (or Salvage) Yard</u>. An open area where waste or scrap materials (including but not limited to scrap iron and other metals, paper, rags, rubber tires, and bottles) are bought, sold, exchanged, stored, baled, packed, disassembled, or handled. A "junk or salvage yard" includes an auto wrecking yard, but does not include uses established entirely within enclosed buildings.

Land Clearing (or Disturbance). Any activity that removes the vegetative ground cover.

<u>Land-Based Aquaculture</u>. The raising of fish or shellfish in any natural or manmade, enclosed or impounded, water body.

<u>Landfills, Sanitary</u>. Any one of the types of landfills regulated by the Texas Commission on Environmental Quality (TCEQ), including but not limited to municipal solid waste, industrial rubble, and land clearing debris landfills.

<u>Landscape</u>. Any combination of trees, ground cover, shrubs, vines, flowers or lawn planted in the ground or in ground level-containers.

<u>Landscaping Plan</u>. A plan, showing dimensions and details for planting in a landscaped area.

<u>Landscaping</u>, <u>Interior</u>. A landscaped area or areas within the shortest line defining the perimeter or exterior boundary of the parking or loading area, or similar paved area, excluding driveways or walkways, providing access to the facility (as applied to parking and loading facilities or to similar paved areas).

<u>Landscaping</u>, <u>Perimeter</u>. A landscaped area adjoining and part of the landscaped interior[.]

<u>Limited Access Highway</u>. A traffic-way including toll roads for through traffic, in respect to which owners or occupants of abutting property or lands and other persons have no legal right of access to or from the same, except as may be permitted by the public authority having jurisdiction over such traffic-way.

<u>Loading Space or Loading Zone</u>. A space within the main building or on the same lot which that [sic] provides for the standing, loading, or unloading of trucks or other vehicles.

<u>Logo</u>. A trademark or company name symbol.

<u>Lot</u>. A portion of a subdivision or tract of land having frontage on a street or road which that [sic] is intended for development and which meets the requirements as a legal building site per this Ordinance Code [sic].

<u>Lot Area, Gross</u>. The area of a horizontal plane bounded by the front, side, and rear lot lines, but not including any area occupied by the waters of a recorded river or stream segment.

<u>Lot Depth</u>. The mean horizontal distance between the front lot line and rear lot line of a lot, measured within the lot boundaries.

<u>Lot Line, Front</u>. That boundary of a lot that is along an existing or dedicated public street, or, where no public street exists, is along a public way.

<u>Lot Line, Rear</u>. Any boundary of a lot that is not a front lot line or a side lot line but generally running parallel to, and opposite of, a front lot line.

<u>Lot Line</u>, <u>Side</u>. Any boundary of a lot that is not a front lot line or a rear lot line but generally running perpendicular to the front or rear lot lines.

<u>Lot of Record</u>. A parcel of land which that [sic] has been legally subdivided and recorded in the official public records of Williamson County.

<u>Lot Width</u>. The horizontal distance between the side lot lines of a lot measured at the narrowest width within the first thirty (30) feet of lot depth immediately in back of the front yard setback line.

<u>Lot, Corner</u>. A lot situated at the intersection of two (2) or more streets. On a corner lot, the front lot line is defined as that lot line which contains the narrowest of all street frontages abutting a public street or public/private right-of-way. However, for lots abutting any street designated as minor collector or higher in classification, all lot lines abutting such higher order streets shall be deemed front lot lines.

Lot, Interior. A lot other than a corner or reversed corner lot.

<u>Lot, Reversed Corner</u>. A corner lot, the street side lot line of which is substantially a continuation of the front lot line of the first lot to its rear.

<u>Lot, Through</u>. A lot having a pair of opposite lot lines along two (2) more or less parallel public streets, and which is not a corner lot. On a "through lot", both street lines shall be deemed front lot lines.

<u>Lot</u>, <u>Zoning</u>. A single tract of land located within a block under contiguous ownership that meets the lot requirements for a permitted use as set forth in <u>Chapter 4</u> and  $\underline{5}$  of this Code.

<u>Lowest Floor</u>. The lowest floor of the lowest enclosed area of a building or structure, including the basement. An unfinished enclosure constructed of flood resistant materials used solely for parking of vehicles, storage, or building access in an area other than a basement is not the lowest floor, as long as it is supplied with water equalizing vents.

# Majority.

Simple majority. The next whole number beyond fifty percent of the members present and voting (e.g., three out of

either four or five; four out of either six or seven)[.]

<u>Absolute majority</u>. The next whole number beyond fifty percent of all members authorized to vote, including those not present or present but not voting.

<u>Supermajority</u>. The next whole number beyond a specified percent greater than fifty percent (e.g., two-thirds or three-fourths). A supermajority requirement may be either simple or absolute[.]

<u>Manufactured Home, HUD Code</u>. A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight (8) feet or more in width or forty (40) body feet or more in length, or when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. The term does not include a recreation vehicle as that term is defined by 24 C.F.R. Section 3282.8 (g).

<u>Marquee</u>. Any permanent roof-like structure projecting beyond a building or extending from a facade, along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee Sign. Any sign attached to, in any manner, or made a part of a marquee.

<u>Maximum Development Density</u>. Each Zoning District has a maximum number of units per acre that can be placed on a tract. This number ONLY provides the maximum number of units allowed on the site. The Net Yield is the total number of units that can be placed on a site after having factored in (see below) environmental constraints, right-of-way, drainage areas, impervious cover limitations, minimum lot size standards, all setbacks, and maximum lot coverage.

*Mining*. The act of exploring for or recovering stone, soil, peat, sand, gravel, limestone, coal, granite or other mineral resources from the ground for sale or for use off the property where it is recovered; it does not include removal of loose, surface stone, excavation related solely to agricultural activities or preparation of individual building sites.

# Minor Plat.

For the purposes of these regulations, a minor plat subdivision is defined as a subdivision:

Involving not more than five (5) lots fronting on an existing approved street; and

Not involving any new street or prospectively requiring any new street for access to interior property; and

Not requiring extension of public sewage or water lines to serve properties at the rear; and

Creating no new or residual parcels not conforming to the requirements of these regulations and related ordinances.

<u>Mixed Use Development</u>. A development project that includes two or more types of uses.

<u>Mobile Home Park.</u> Any site, lot, parcel, or tract of land that is improved, used, or intended for the accommodation of mobile homes that are used for living purposes.

<u>Mobile Home</u>. A structure that was constructed before June 15, 1976, transportable in one or more sections, which, transportable in one or more sections, which, in the traveling mode, is eight (8) feet or more in width or forty (40) body feet or more in length, or when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

<u>Monument Sign</u>. A sign which is attached directly to the ground or is supported by a sign structure that is placed on or anchored in the ground and is independent from any building or other structure.

<u>Motel, Motor Court, Motor Hotel, Lodge, or Inn.</u> The same as hotel, except it is designed to accommodate any number of guests, the building or buildings are designed primarily to serve tourists traveling by automobile, and ingress and egress to rooms need not be through a lobby or office.

<u>Motor Vehicle</u>. Any passenger vehicle, truck, truck-trailer, or semi-trailer propelled or drawn by mechanical power.

<u>Moving Message Board</u>. Any electrical sign having a continuous message flow across its surface by utilizing lights or other electrical impulses that form various words and/or designs, including but not limited to time and

temperature signs.

Multiuse Sign. A commercial sign identifying more than one business or organization located on the premises.

<u>Natural Features</u>. Components and processes present in or produced by nature, including but not limited to, soil types, geology, slopes, vegetation, surface water, drainage patterns, aquifers, recharge areas, climate, floodplains, aquatic life, and wildlife.

<u>Natural Ground Surface</u>. The ground surface in its original state before grading, stripping, excavation, landscaping, or filling.

*Natural Vegetation*. Those plant communities that develop in the absence of human activities.

<u>Nature-Dominated</u>. A condition where landforms or biological communities, or both, have developed by natural process in the absence of human intervention.

<u>Net Site Area</u>. Net Site Area includes only the portions of a site that lie in an uplands zone and have not been designated for wastewater irrigation. Net Site Area is the aggregate of:

100 percent of land with a gradient of 15% or less;

40% of the land with a gradient of more than 15% and not more than 25%; and

20% of the land with a gradient of more than 25% and not more than 35%.

(Impervious Cover calculations are based on the Net Site Area.)

Net site area can include floodplains in the calculations (except for areas above the Edwards Aquifer Recharge Zone) if floodplains are used as public space for such uses as public open space, parks, or hike and bike trails.

<u>Net Yield</u>. The total number of units allowed (not yet permitted) based on the Preliminary Yield and Lot Standards for a tract.

<u>NGVD</u>. National Geodetic Vertical Datum of 1929 elevation reference points set by the National Geodetic Survey based on mean sea level. Surveys submitted for review and Flood Elevation Certificates are required to be referenced to NGVD.

# Noise-Related Terms.

<u>Sound Level</u>. The weighted sound pressure level obtained by the use of the sound level meter and frequency-weighting network, as specified in the American National Standards Institute specifications.

<u>Sound Pressure</u>. The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space as produced by sound energy.

<u>Nonconforming Structure</u>. A structure that was lawfully erected but which does not conform to the currently applicable requirements and standards prescribed in the regulations for the district in which the structure is located by reason of adoption or amendment of this Code.

<u>Nonconforming Sign</u>. Except as otherwise defined herein, any sign with a valid permit that was erected or displayed prior to the effective date of this subchapter, or any subsequent amendment hereto, and does not conform with one or more of its provisions.

<u>Nonconforming Use</u>. Any use of land, buildings, or structures, lawfully existing at the time of the enactment of this Code, or of any amendment hereto, governing use for the zoning district in which such use is located, which does not comply with all regulations of this its [sic] amendments.

<u>Nonpoint Source Pollution</u>. Pollution generated by diffuse land use activities rather than from an identifiable or discrete source or facility. It is conveyed to waterways through natural processes, such as rainfall, storm runoff, or groundwater seepage rather than by deliberate discharge. Nonpoint source pollution is not generally corrected by "end-of-pipe treatment," but rather, by changes in land management practices.

Nonrenewable Resources. Resources that are not naturally regenerated.

<u>Noxious Matter</u>. Material which that [sic] is capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects upon the physical or economic well-being of individuals.

*Noxious Plants*. For the purposes of this Ordinance Code [sic], noxious plants include: poison ivy, poison oak, kudzu and other plants that cause harm either because they are capable of causing harm to humans and animals by chemical reaction or are nonnative invasive species which that [sic] overwhelm native species and determined to be undesirable by the county or the state.

<u>Nursery, Commercial and/or Gardening Supplies Sales</u>. any land used to raise or store trees, shrubs, flowers, and other plants for sale, facilities for the display and sale of those items and/or of gardening supplies, and accessory greenhouses, storage buildings, or customer parking areas.

<u>Nuisance</u>. A use of property or course of conduct that interferes with the legal rights of others by causing damage, annoyance, or inconvenience.

Occupancy. Any use of, or activity upon, the premises.

Odorous Matter. Any matter or material that yields an odor which that [sic] most persons find to be offensive.

<u>Off-Premises Sign</u>. Any sign located, or proposed to be located, at any place other than upon the property of the business or other activity identified on such a sign. For purpose of this subchapter, easements and other appurtenances shall be considered outside such property. Community service signs, as approved by the City Council, are exceptions to this definition.

Offsets. Structures or actions that compensate for undesirable impacts.

<u>Off-street Loading Facilities</u>. A site or portion of a site located off of a public road devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and landscaped areas.

<u>Off-Street Parking Space</u>. The space located off of a public road, designed, intended, used or required to park one passenger vehicle.

<u>On-Premises Sign</u>. Any sign located or proposed to be located at any place, if otherwise permitted by this subchapter, within the property boundaries for the business or other activity identified on such sign.

# Open Space Related Terms.

<u>Common Usable Open Space</u>. Useable open space available for use by the occupants of more than one dwelling unit; controlled and maintained by a property owner or an incorporated nonprofit homeowner's association; or dedicated in fee to, and maintained by, a public agency and devoted to use by residents who will occupy the dwellings. It does not include any space with a dimension of less than ten (10) feet in any direction or an area of less than one hundred (100) square feet.

<u>Open Space</u>. Any land developed or undeveloped, reserved or dedicated, as yards, parks, landscaped green areas, and recreational areas, and is exclusive of areas developed for off-street parking, structures and streets.

<u>Private Open Space</u>. An open area outside of a building adjoining and directly accessible to a dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

<u>Shared Open Space</u>. An open area within a residential development reserved for the exclusive use of residents of the development and their guests.

<u>Outlot</u>. A piece or tract of land that remains within a subdivision but which that [sic] does not meet the minimum requirements of the Ordinance Code [sic] for a lot and is therefore not useable as a building site.

<u>Outparcel</u>. A tract of land designated on a subdivision plat for future development, or not designated for any specific purpose, that has not been evaluated for compliance with the requirements of this Ordinance Code [sic] for adequate facilities or zoning requirements and is, therefore, not useable as a legal building site. Outparcels may be the subject of a record plat or resubdivision provided the lot(s) created meet all requirements of the Ordinance Code [sic] prior to plat approval.

<u>Parcel</u>. In the context of subdivision platting, a parcel is either a tract of land platted for a designated purpose other than as a legal building site (e.g. to meet the open space requirements of the Ordinance Code [sic]; to provide a well site, to provide a sewerage disposal parcel,) or a tract of land that may meet zoning requirements for area, width, depth, etc., but is not intended for development due to environmental constraints, density restrictions or other legal encumbrances.

<u>Parcel of Land</u>. A contiguous legally-created lot, parcel, outlot, outparcel or residue owned and recorded as the property of the same persons, or controlled by a single entity.

Parapet. A vertical false front or wall extension above the roof line.

Party Responsible. The party responsible for a sign shall be:

- (1) The person whose name of business is being identified on the sign, and/or
- (2) The owner of the premises upon which the sign is located.

<u>Permitted Sign</u>. A sign for which a valid permit has been issued.

<u>Perennial Stream</u>. A stream containing surface water throughout an average rainfall year, as shown on the most recent 7.5 minute topographic quadrangle published by the United States Geologic Survey.

*Performance Bond.* A type of Fiscal Surety that can be used to guarantee site improvements.

<u>Person</u>. The federal government, the State, a county, municipal corporation, or other political subdivision of the State, or any of their units, or an individual, receiver, trustee, guardian, executor, Manager, fiduciary, or representative of any kind, or any partnership, firm, association, public or private corporation, or any of their affiliates, or any other entity.

<u>Phased Project</u>. A project developed pursuant to a subdivision or site plan, proposed to be developed in sections.

<u>Physiographic Features</u>. The soils, topography, land slope and aspect, and local climate that influence the form and species composition of plant communities.

Planned Development or Planned Unit Development (PUD). A Planned Unit Development District (PUD) is intended to provide a development that is more sensitive to the natural environment, creates an improved sense of place, or otherwise enhances the standard pattern of development in Liberty Hill. Development is required to provide a higher level of amenity to its users or residents than would be required under the normal standards of this code. A PUD may be used to permit new or innovative concepts in land use not permitted by other zoning districts in this code or to permit development projects that existing districts do not easily accommodate. This district is appropriate in areas where the Comprehensive Plan reflects the specific uses proposed in the PUD or mixed use as a land category. Rezoning to the PUD district requires a specific PUD ordinance and a General Development Plan from the property owner. See Section 3.6(6) [sic] for further information on PUD applications and applicability. Generally a PUD is understood as a parcel of land or contiguous parcels of land of a size sufficient to create its own environment, controlled by a single landowner or by a group of landowners in common agreement as to control, to be developed as a single entity, the environment of which is compatible with adjacent parcels and the intent of the zoning district or districts in which it is located; the developer or developers may be granted relief from specific land use regulations and design standards, and may be awarded certain premiums in return for assurance of any overall quality of development, including any special feature which that [sic] will be of exceptional benefit to the community as a whole and which that [sic] would not otherwise be required by this Ordinance Code [sic].

<u>Plat</u>. As used in this Ordinance Code [sic], plat shall be a map of a tract of land showing boundaries of individual lots, outlots, parcels, and outparcels, and streets, easements and rights-of-way prepared in accordance with this Ordinance Code [sic] as an instrument for recording in the official Public Records of Williamson County.

<u>Plat, Final</u>. A plat prepared by a licensed surveyor or registered engineer and submitted to the City for final approval which that [sic] is duly acknowledged by the owners or proprietors of the land, or by some duly authorized agent of such owners or proprietors, in the manner required for the acknowledgement of deeds and which that [sic] is to be filed for record in the office of the county clerk of Williamson County.

<u>Plat, Preliminary</u>. A tentative drawing made by a licensed surveyor or registered engineer for inspection purposes only, showing the entire tract of land for which subdivision is sought. The drawing shall accurately describe all of said subdivision or addition by metes and bounds, locating the same with respect to an original corner of the original survey of which it is a part and giving dimensions thereof of said subdivision or addition, and dimensions of all streets, alleys, squares, parks, or other portions of same intended to be dedicated to public use, or for the use of purchasers or owners of lots fronting thereon or adjacent to.

<u>Pole Sign</u>. A sign that is mounted on one or more freestanding poles or other supports so that the bottom edge of the sign face is not in direct contact with a solid base or the ground.

<u>Political Sign</u>. A sign relating to: a political party, the election of a person to public office, or a matter to be voted upon at an election called by a public body.

<u>Portable Sign</u>. Any sign not permanently affixed to a building or structure, or not permanently attached to a mobile vehicle.

<u>Postal Facilities</u>. Postal services, including post offices, bulk mail processing or sorting centers, operated by the United States Postal Service.

*Preexisting.* In existence prior to the effective date of a specific regulation or Ordinance Code [sic].

<u>Preliminary Yield</u>. Preliminary Yield is the number of residential units can fit on the Developable Land. This does not yet factor lot standards found in Table 5.1 [4-4].

<u>Premises</u>. A zoning location, together with all buildings and structures thereon.

<u>Principal Use</u>. A main or primary use of land, as distinguished from an "accessory use". More than one principal use may exist on a tract if done so completely in accordance with this Ordinance Code [sic].

<u>Private Harvesting</u>. The cutting and removal of trees for personal use, generally restricted to clearing of fewer than ten (10) trees on a site.

<u>Private Road</u>. A private access, drive, or lane to more than one residence which that [sic] is contained within the lot or parcel and which is not dedicated to the public.

<u>Project</u>. Any proposal for new or changed use, or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this Ordinance Code [sic].

<u>Project Sign</u>. Any temporary sign, on premises, that may identify the project under construction by providing any of the following information: the project name, address and/or telephone number, the architect, the contractor, the developer, the financing organization, the subcontractor and/or materials vendor.

**Projecting Sign**. Any sign affixed to a wall of a building in a nonparallel manner.

<u>Property Lines</u>. The lines bounding a zoning area, as defined herein.

<u>Public right-of-way</u>. Any street, avenue, boulevard, highway, sidewalk, alley, drain, or similar place which that [sic] is owned or controlled by a governmental entity. Also, a strip of land used, or intended to be used, wholly or in part, by said governmental entity.

<u>Public Sewerage System</u>. The entire system of sewage collection, treatment, and disposal. Also applies to all effluent carried by sewers whether it is sanitary sewage, industrial wastes, or stormwater runoff.

<u>Public Utility</u>. Any transmission line or electric generating station; or water, sewer, electric, gas, telephone, and television or data cable service line.

<u>Public Water - Oriented Recreation</u>. Shore-dependent recreation facilities or activities provided by public agencies which that [sic] are available to the general public.

Public Water Supply System. As defined by the Texas Commission on Environmental Quality. (TECQ)

Public Way. See "Right-of-Way".

<u>Real Estate Sign</u>. A temporary sign erected by the owner, or his agent, advertising for the rental, leasing or sale of the real property upon which the sign is located.

<u>Receiving Parcel</u>. A lot or parcel of land in a zoning district where permitted, on which development rights transferred from a sending parcel, are used.

<u>Reclamation</u>. The reasonable rehabilitation of disturbed land for useful purposes, and the protection of the natural resources of adjacent areas, including water bodies.

<u>Recreational Vehicle</u>. A vehicle built on a single chassis that is four hundred (400) square feet or less at the longest horizontal projection, self propelled or tow-able, and designed primarily for temporary living while traveling or camping.

<u>Recycling Centers</u>. An enclosed building where recyclable materials separated from other waste materials, including, but not limited to, scrap metals, paper, textiles, glass, and plastics, are received for the purpose of processing for upgrading, particle size reduction, volume reduction, removal of undesired materials, baling, packing, disassembly, handling, or storage.

*Redevelopment*. The process of developing land which that [sic] is or has been developed.

<u>Renewable Resource</u>. A resource that can renew or replace itself and, therefore, with proper management, can be harvested indefinitely.

<u>Residence</u>. A residential structure occupied as a dwelling place of one or more persons in which the use and management of sleeping quarters and all appliances for cooking, ventilation, heating, or lighting are under one person's control.

<u>Residential Sign</u>. Any sign erected at a private residence identifying its address or the resident's name.

Residential Structure Types.

<u>Apartment Building</u>. A type of multifamily dwelling with a common entrance and common amenities, such as garages, yards, and utilities.

Duplex. A dwelling not a mobile home or manufactured home, on its own lot, and designed, arranged, or used

exclusively for the use and occupancy of two families living independently of each other.

Dwelling Attached. A dwelling that is joined to another dwelling at one or more sides by a party wall or walls.

<u>Condominium</u>. A type of ownership arrangement in which an owner has legal title over a single unit in a multifamily dwelling or nonresidential development and over an equal portion of the land upon which the structure stands. A condominium is not a type of structure per se, but rather a form of ownership.

<u>Detached Dwelling</u>. A dwelling that is entirely surrounded by open space on the same lot.

<u>Efficiency Unit</u>. A dwelling unit consisting of 1 principal room exclusive of bathroom, kitchen, hallway, closets, or dining alcove directly off the principal room providing such dining alcove does not exceed 125 sq. ft. in area.

<u>Right-of-way</u>. Any dedicated area where a street, highway, thoroughfare, parkway, road, avenue, alley or other vehicular use facility is or will be constructed for public use.

<u>Riparian Habitat</u>. A habitat that is strongly influenced by water and which that [sic] occurs adjacent to streams and/or wetlands.

*Roadside Stand*. A permanent structure used for the display and sale of locally produced agricultural products.

*Roof Sign*. A sign erected over or on, and wholly or partially dependent upon, the roof of any building for support.

**Rotating Sign**. Any sign that revolves around one or more fixed axis.

<u>Rubbish</u>. Any waste materials, except garbage, including but not restricted to, paper, rags, boxes, cartons, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust, and the residue from the burning of combustible materials.

<u>Seasonally Flooded Water Regime</u>. A condition where surface water is present for extended periods, especially early in the growing season, and when surface water is absent, the water table is often near the land surface.

<u>Sediment</u>. Soils or other materials transported by wind or surface water as a product of erosion.

<u>Seedling</u>. A nonbranched woody plant, less than twenty-four (24) inches in height and having a diameter of less than one-half (1/2) inch measured at two (2) inches above the root collar.

<u>Selection</u>. The removal of single, scattered, mature trees or other trees from uneven-aged stands by frequent and periodic cutting operations.

<u>Selective Clearing</u>. The careful and planned removal of trees, shrubs, and plants using specific standards and protection measures under an approved forest conservation plan.

<u>Shopping Center</u>. A grouping of retail business and service uses on a single site with common parking facilities.

Sidewalk or Sandwich Sign. A moveable sign not affixed or attached to the ground or to any building or structure.

<u>Sign</u>. Any device or representation that is used to visually communicate its subject to others. Customary displays of merchandise, objects or materials placed, without lettering, behind a store window are neither signs nor parts of signs.

<u>Sign Area</u>. The square foot area enclosed by the perimeter of the sign. Sign area shall include all lettering, wording, and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and "cutouts" or extensions. However, sign area shall not include any sign structures that are esthetically pleasing.

<u>Sign Structure</u>. A supporting structure erected, used or intended for identification or to attract attention, with or without a sign thereon, situated upon or attached to the premises, upon which any sign may be fastened, affixed, displayed or applied, provided, however, this definition shall not include a building, fence, wall or earthen berm.

Significantly Eroding Areas. Areas that erode two (2) feet or more per year.

Single Business Use. A business or organization being the sole business occupant of a premises.

<u>Site</u>. Any tract, lot or parcel of land or combination of tracts, lots or parcels of land, which are in one ownership, or are contiguous and in diverse ownership and where development is to be performed as part of a unit, subdivision, or project as shown on an application.

<u>Snipe Sign</u>. A sign (made of any material) that is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences or other objects, with the subject matter appearing thereon not being applicable to the use of the premises upon which such sign is located.

Spoil Pile. The overburden and reject materials as piled or deposited during surface mining.

<u>Stabilization</u>. The prevention of soil movement by any of various vegetative and/or structural means of soil movement.

<u>Stable, Commercial</u>. Any stable for the housing of horses or mules, operated for remuneration, hire, sale, or stabling, or any stable, not related to the ordinary operation of a farm.

<u>Stable, Private</u>. An accessory building, not related to the ordinary operation of a farm, for the housing of horses or mules owned by a person or persons living on the premises and which horses or mules are not for hire or sale.

<u>Start of Construction</u>. The date of issue of the building permit for any development, including new construction and substantial improvements, provided that the actual start of the construction or improvement was within three hundred and sixty-five (365) days of permit issuance. The actual start of construction is the placement of slab or footings, piles, columns, or actual placement of a manufactured home. For substantial improvement, the start of construction is the first alteration of any structural part of the building.

<u>Steep Slope</u>. A slope of over fifteen percent (15%) grade or greater incline, which is characterized by increased runoff, erosion and sediment hazards for slopes.

<u>Stormwater Management</u>. For quantitative control, a system of vegetative and structural measures that control the increased volume and rate of surface runoff caused by manmade changes to the land; and for qualitative control, a system of vegetative, structural, and other measures that reduce or eliminate pollutants that might otherwise be carried by surface runoff.

<u>Story</u>. Part of a building between any floor and the floor next above, and if there be no floor above, then the ceiling above. A basement is a story if its ceiling is five (5) feet or more above the finished grade, or if it is used for business purposes, or if it contains any dwelling units other than one (1) dwelling unit for the caretaker of the premises.

<u>Stream Buffer</u>. All lands lying within a measured distance from the top of each bank of a perennial or intermittent stream, intended to protect the stream, its water quality, and riparian habitat.

<u>Street</u>. A public or private right-of-way which that [sic] affords a primary means of vehicular access to abutting property, whether designated as a street, avenue, highway, road, boulevard, lane throughway, or however otherwise designated, but does not include driveways to buildings.

<u>Structure</u>. Anything constructed or erected, other than a fence or retaining wall, which requires location on the ground or if attached to something having a location on the ground, including but not limited to, buildings, advertising boards, poster boards, mobile homes, manufactured homes, gas and liquid storage tanks, garages, barns, and sheds.

<u>Subdivision</u>, <u>Farmstead</u>. Minor subdivisions in which all lots are fifteen (15) acres or larger.

<u>Subdivision</u>. Subdivision means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other division of land for the purpose, whether immediate or future, of sale or of building development provided that this definition of a subdivision shall not include a bona fide division or partition of agricultural land not for development purposes.

Subdivision, Major. Any subdivision not defined as a minor, or farmstead, subdivision.

<u>Subdivision, Minor</u>. The division of a parcel or lot of record which that [sic] creates one (1) to five (5) lots or any number of farmsteads, which do not have frontage on a public road, or private right-of-way.

<u>Subdivision Preliminary Plan</u>. Subdivision Preliminary Plan is a map or drawing of a proposed subdivision plan which upon approval establishes an agreement to the layout. This agreement includes the location and width of proposed streets, lots, blocks, floodplains, and easements. A preliminary plan approval is required prior to final plat approval, except under certain conditions[.]

<u>Substantial Damage</u>. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its beforedamaged-condition would equal or exceed 50% of the market value of the structure before the damage occurred.

<u>Substantial Improvement</u>. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure (less land value) either: (a) before the improvement or repair is started; or (b) if the structure has incurred substantial damage and been restored, before the damage occurred. Substantial improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences. The minimum repairs needed to correct previously identified violations of local health, safety, or sanitary codes, and alterations to historic structures which that [sic] do not preclude their

continued designation as historic structures are not considered substantial improvements.

<u>Suspended Sign</u>. A type of building sign that is suspended from the underside of a predominantly horizontal plane surface and is supported by such surface.

<u>Swinging Sign</u>. A sign installed on an arm, mast or spar that is also not permanently fastened to an adjacent wall or an upright pole.

<u>Time and Temperature Sign</u>. An electrical sign utilizing lights going on and off periodically to display the current time and temperature in the community.

<u>Traditional Neighborhood Development (TND)</u>. A Traditional Neighborhood Development (TND) is a human scale, walk able community with moderate to high residential densities and a mixed use core. Compared with conventional suburban developments, TNDs have a higher potential to increase modal split by encouraging and accommodating alternate transportation modes. TNDs also have a higher potential for capturing internal trips, thus reducing vehicle miles traveled. That the development encourage walking and biking, enhance transit service opportunities, and improve traffic safety through promoting low speed, cautious driving while fully accommodating the needs of pedestrians and bicyclists.

<u>Topography</u>. The existing configuration of the earth's surface including the relative relief, elevation, and position of land features.

<u>Townhouse</u>. One of a group of attached, single-family dwellings that are designed as single structures, with each dwelling unit separated by firewalls, fire separations, or similar party walls. No more than two (2) dwellings units shall be contained within said separation.

# *Transfer of Development Rights Terms*:

<u>Transfer</u>. A transfer of development rights from a transferor parcel to a receiving parcel by instrument(s) of transfer.

<u>Transferee</u>. A person to whom development rights are transferred and all persons who have any lien, security interest, or other interest with respect to development rights held by the transferee.

<u>Transferor</u>. A person who transfers development rights and all persons who have any lien, security interest, or other interest with respect to development rights held by a transferor.

<u>Transferor Parcel</u>. A parcel of land from which development rights may be transferred. A transferor parcel may be less than all of a lot owned by an original transferor.

<u>Transfer Station (or see also "Waste Disposal Services")</u>. An outdoor facility or enclosed building that receives municipal solid waste and/or rubble from collection vehicles and reloads the materials into trailers or other containers for the purpose of transporting it to a processing or final disposal facility.

<u>Transitional Habitat</u>. A plant community whose species are adapted to the diverse and varying environmental conditions that occur along the boundary that separates aquatic and terrestrial areas.

<u>Transportation Facilities</u>. Anything that is built, installed, or established to facilitate or provide a means of transport from one place to another.

# Transportation-Related Terms.

Alley. A narrow roadway for access to an area of commercial, multifamily or industrial structures.

<u>Arterial</u>. An interregional road conveying traffic between growth areas. Efficient movement is the primary function of arterial roads; hence private access and frontage should be controlled and limited to high-volume generators of vehicle trips.

<u>Major Collector</u>. A principal traffic artery within residential areas that may provide routes to local facilities, serves as the main entrance to a sizeable development, or a combination of developments.

*Minor Collector*. A street which, in addition to providing access to properties abutting thereon, carries traffic to an activity center or higher classification street. It may be a loop street or may link local and/or collector streets.

Street Direction. The direction any street or road travels the longest in distance (i.e., north-south or east-west).

*TxDOT*. Texas Department of Transportation

<u>TCEQ</u>. Texas Commission on Environmental Quality (formerly Texas Natural Resources Conservation Commission TNRCC)

<u>Under Canopy Sign</u>. A sign suspended from a building and located under a permanent canopy projecting from a

building.

*Uplands Zone*. All sites above floodplains and away from them.

<u>Upper Story Residential</u>. Upper story residential is a secondary use to a commercial use, where the commercial use is on the first floor and the upper story is used for residential purposes. This is allowed with a Special Use Permit.

<u>Use of Property</u>. The purpose or activity for which the land or building thereon is designed, arranged or intended, or for which it is occupied or maintained.

<u>Utility</u>. A public corporation, company or special district organized to provide a service to the subdivision. As used herein, "utility" shall include, but not be limited to, electric, gas, or telephone companies and water and sanitation districts.

<u>Vacation</u>. The termination of, or termination of an interest in, an easement, right-of-way, or public dedication of land.

<u>Variances</u>. A grant of relief to a person from the requirements of this Ordinance Code [sic] when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Ordinance Code [sic]. The Board of Adjustment (BOA) shall review Variance requests.

<u>Vehicle</u>. Every device, including major parts thereof, in, on, or by which any person or property is or may be transported or drawn on a transportation facility, except devices moved by human or animal power, or devices used exclusively on stationary rails or tracks.

<u>Vehicle Sign</u>. A permanent or temporary sign affixed to a vehicle. The primary purpose of this display is to attract the public's attention to the subject matter identified on the sign, rather than to serve the customary purpose of a vehicle.

<u>Visible</u>. Capable of being seen (whether or not legible) by a person of normal height and visual acuity while walking or driving on a public road.

*Wash Plant*. A facility where sand and gravel is are [sic] washed during processing.

<u>Waste</u>. Ashes, discarded wood, abandoned, discarded, or unused objects or equipment such as furniture, appliances, cans, or containers; garbage or refuse of any kind, whether liquid or solid; or any accumulation of any foul, decaying, or putrescent substances.

<u>Watercourse</u>. Any natural or artificial stream, river, creek, ditch, channel, canal, conduit, culvert, drain, waterway, gully, ravine or wash, in and including any area adjacent thereto, which is subject to inundation by reason of overflow or flood water.

<u>Waterfowl</u>. Birds that frequent and often swim in water, nest, and raise their young near water, and derive at least part of their food from aquatic plants and animals.

Watershed. All land lying within an area which that [sic] drains into a river, river system, or other water course.

<u>Wetlands</u>. Land transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. Classification of areas as wetlands shall follow the "Classification of Wetlands and Deep-water habitats of the United States" as published by the U.S. Fish and Wildlife Service (FWS/OBS-79/3 1).

Wildlife Corridor. A strip of land having vegetation that provides habitat and a safe passageway for wildlife.

<u>Window Sign</u>. Any sign painted on, applied to, projected upon or within the exterior or interior of a building glass area, including doors, or located within five feet of the interior of a building glass area, including doors, whose identification, message, symbol, insignia, visual representation, logo type, or any other form of information can be read from off premises or from the public right-of-way. Merchandise displays shall not be considered window signs.

<u>Yard</u>. A "yard" extends along a lot line, and to a depth or width specified in the yard requirements for the zoning district in which such zoned area is located. Also, the area between the lot line and the building setback line.

Corner side yard. A side yard on the street side of a corner lot.

Front Yard. A yard extending along the full length of the front lot line of the zoned area.

<u>Rear Yard</u>. A yard extending along the full length of the rear lot line of the zoned area.

Side Yard. A yard extending along a side lot line measured from the front yard to the rear yard.

Side Yard, Corner. A side yard which that [sic] adjoins a public street.

<u>Side Yard, Interior</u>. A side yard that is located immediately adjacent to another zoned area or to an alley separating such yard from another zoned area.

<u>Zoning Overlay District</u>. A special district that is placed over the base zoning area which imposes additional restrictions.

<u>Zoning Floating Zone</u>. A district that is fixed on the base zoning area only upon City Council approval of a specific development application meeting the requirement of this Ordinance Code [sic].

<u>Zoning Permit</u>. A written statement or certificate issued by the City Administrator (or his designee) authorizing buildings, structures, or uses in accordance with the provisions of this Ordinance Code [sic].

# 8.03 Rules of Measurement

This section shall describe standards and procedures for determining measurements for various items described in this Ordinance Code [sic].

<u>Build-to Line</u>. The build-to line shall be measured from an exterior wall to the property line such that the accuracy of the building placement shall be within a foot, as authorized.

<u>Building Height</u>. The building height shall be measured from finished grade to the highest point on a flat roof or a mansard or the midpoint between the cornice and the eave on a pitched roof.

<u>Density, Residential</u>. The number of dwelling units divided by the gross area of the lot reflected as a number of units per acre.

<u>Floor Area Ratio (FAR)</u>. The gross floor area of the building or buildings on a zoning area divided by the total area of such zoning area. The "floor area ratio" requirements, as set forth under each zoning district, shall determine the maximum floor area allowable for the building or buildings (total floor area of both principal and accessory buildings) in direct ratio to the gross area of the zoning area.

<u>Floor Area, Gross.</u> The sum of the gross horizontal areas of all floors of the building measured from the exterior faces of the exterior walls, or from the centerline of walls separating two buildings but excluding areas where the floor to ceiling height is less than six (6) feet. The "floor area" of structures devoted to bulk storage of materials, including, but not limited to grain elevators and petroleum storage tanks, multilevel storage racks shall be determined on the basis of height in feet, i.e., ten (10) feet in height shall equal one (1) floor.

<u>Floor Area, Net</u>. The Gross Floor Area minus the area of stairwells, elevator shafts, equipment rooms, interior vehicular parking or loading, areas devoted exclusively to storage; and minus all floors below the first floor level, except when these used for human habitation or service to the public. Net floor area shall be used for calculating parking requirements.

*Lot Area*. The total horizontal area included within the lot lines of a site.

<u>Lot Coverage</u>. The total land area covered by all principal and accessory structures on a site, including projections, shall be considered in determining lot coverage except the following: Eaves projecting less than 2.5 feet from a building. Trellises and similar structures which that [sic] do not have solid roofs. Uncovered and unenclosed decks, porches, landings, balconies, and stairways (the portion of which is less than thirty [30] inches above grade).

<u>Lot Depth</u>. The horizontal distance from the midpoint of the front lot line to the midpoint of the rear lot line or to the most distant point on any other lot line where there is no rear lot line.

<u>Lot Width</u>. The average horizontal distance between the side lot lines measured at right angles to the lot depth from the required front yard setback and from the required rear yard setback or from the rearmost point of the lot depth in cases where there is no rear lot line.

Setbacks. The minimum distance, extending across the full width of the lot, between the property line and the

nearest exterior wall or structure. Rules for setback averaging are shown in the diagrams.

<u>Wall area</u>. Wall area shall be measured by calculating the continuous uninterrupted wall area (not including windows) on the elevation where a sign is to be placed.

<u>Yards</u>. Yards include the required setbacks and open space for individual lots. No yard for one lot shall be considered a yard for another lot as well, except in planned developments. Yards shall be measured from the property line of the site or street line to the nearest exterior wall of a structure.

# CITY COUNCIL - REGULAR MEETING Monday - August 10, 2020 - 1:00 AM

# **AGENDA ITEM**

#8.i.

# **ATTACHMENTS:**

**Description**Resolution: Wilco road bond project

Upload Date

8/5/2020

#### CITY OF LIBERTY HILL

#### RESOLUTION NO. 20-R-\_\_\_

# A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, REQUESTING THAT WILLIAMSON COUNTY REALLOCATE FUNDS FROM THE WILLIAMSON COUNTY ROAD BOND PROGRAM

- WHEREAS, in November 2019, the voters of Williamson County approved a \$172 million and package to fund mobility projects in Williamson County; and
- WHEREAS, a portion of these funds are allocated to projects in Liberty Hill, and
- WHEREAS, the City Council of Liberty Hill would like to request that any portion of the bond funds allocated to construct or improve Long Run be reallocated to improvements to the intersection of Highway 29 and Stonewall Parkway.

## NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

- 1. The City Council authorizes the Mayor to present a request to the Williamson County Commissioners Court to reallocate Road Bond funds from Long Run improvements to improvements to the intersection of Highway 29 and Stonewall Parkway.
- 2. The City Secretary is authorized to take any necessary action to comply with applicable publication and notification requirements.

	this, the 10th day of August 2020, by a vote of (ayes) to of the City Council of Liberty Hill, Texas.
QP!	
(),	Rick Hall, Mayor
ATTEST:	Approved as to Form:

Tad Cleaves, City Attorney

Resolution Requesting Bond Reallocation Page 1

Nancy Sawyer, City Secretary

# AGENDA ITEM

#8.j.

#### **ATTACHMENTS:**

Description

Lease Docs for radios Resolution **Upload Date** 

8/5/2020 8/7/2020



Tax-Exempt Lease/Purchase Agreement – Execute signature block at the top of the first page of the Agreement.
Addendum to Tax-Exempt Lease/Purchase Agreement – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee's signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
<b>Property Schedule</b> – 1) If the transaction can be designated as a "bank qualified" transaction – one where Lessee reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – <b>then you should initial the line under this section</b> ; and 2) execute the signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
Property Description – Exhibit A – Execute signature block at the bottom of the page.
Amortization and Lease Payment Schedule – Exhibit B – Execute signature block at the bottom of the page.
Certificate of Acceptance – Exhibit C – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the "ACCEPTANCE DATE" line; and 3) execute signature block at the bottom of the page.
<b>Lessee's General and Incumbency Certificate</b> – <b>Exhibit D</b> – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
<b>Lessee's Counsel's Opinion</b> – <b>Exhibit E</b> – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
Insurance Authorization and Verification – To be filled out by Lessee and returned with the executed documents.
Notification of Tax Treatment – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
Form 8038-GC or G – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.
Original Documents – Lessor will require original documents, including original 8038 form, prior to funding.
<b>Validation of Board Approval</b> – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.
Services and Supplies Rider – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.



#### Tax-Exempt Lease/Purchase Agreement

APPLICATION NO. 2678247

ACCEPTED BY LESSOR:		
FULL LEGAL NAME		
U.S. Bank Equipment Finance,	a division of U	.S. Bank
National Association ("U.S. Bar	nk Equipment I	Finance")
STREET ADDRESS		
1310 Madrid Street, Suite 101		
CITY	STATE	ZIP
Marshall	MN	56258
SIGNATURE		DATE
PRINT NAME		
TITLE	TELEPHONE NUI	MBER
	800-328-5371	

AGREED TO BY LESSEE:			
FULL LEGAL NAME			
CITY OF LIBERTY HILL			
STREET ADDRESS			
1120 LOOP 332			
CITY	STATE	ZIP	
LIBERTY	TX	78642	
SIGNATURE		DATE	
PRINT NAME			
TITLE	TELEPHONE	NUMBER	
	512-778-5	5449	

**AGREEMENT:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

**LEASE TERM:** The Lease Term of the Property listed in the Property Schedule (the "Lease Term") shall commence upon the commencement date of the Property Schedule (the "Commencement Date"). The Lease Term shall consist of an original term (the "Original Term"), commencing on such Commencement Date and continuing through the end of Lessee's then-current fiscal year, and a series of successive renewal terms (each, a "Renewal Term"), each contemporaneous with Lessee's budget year, with the final Renewal Term ending as provided in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

**LEASE PAYMENTS:** Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use.

Lessee's need for the Property is not expected to diminish during the term of the Agreement; (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement (such failure to appropriate, a "Nonappropriation Event"), this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such a Nonappropriation Event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. A Nonappropriation Event shall not constitute an Event of Default hereunder.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder without the necessity of providing notice to or obtaining the consent of Lessee; provided that Lessee shall have no obligation to make payments to any assignee unless and until Lessee has received notice of the name, address and tax identification number of the assignee. The initial Lessor or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, Lessor's assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Lessor's obligations. Lessee agrees that Lessor's assignee will not be subject to any claims, defenses, or offsets that Lessee may have against Lessor.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) require Lessee, at Lessee's expense, to return any or all items of Property wherever found to Lessor at such place within the United States as Lessor may designate, and for this purpose Lessor may enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component on the same Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee, except with respect to Lessor's costs and expenses associated with disposition of the Property; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

**NOTICES:** All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

**AMENDMENTS AND WAIVERS:** This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

**CONSTRUCTION:** This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.



#### Property Schedule to Tax-Exempt Lease/Purchase Agreement

This Property Schedule is entered into pursuant to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee.

- 1. Interpretation: The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.
- 2. Commencement Date: The Commencement Date of this Property Schedule is the date that Lessor pays Vendor for the Property.
- 3. <u>Property Description</u>: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
- 4. <u>Term and Payments</u>: Lease Term and Lease Payments are per the attached Exhibit B Amortization and Lease Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Lease Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
- 5. Certificate of Acceptance: Attached as Exhibit C, hereto.
- 6. <u>Expiration</u>: Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 10/15/20.
- 7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is \$101,601.00.
- 8. <u>Lessee's General and Incumbency Certificate</u>: Lessee has provided the Lessee's General and Incumbency Certificate in the form attached as Exhibit D. hereto.
- 9. <u>Lessee's Counsel's Opinion</u>: If required by Lessor, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E. hereto.
- 10. <u>Private Activity Issue</u>: Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.

U.S.	S. Bank Equipment Finance	CITY OF LIBERTY HILL
N WI	TITNESS WHEREOF, Lessor and Lessee have caused this Property Sch	nedule to be executed in their names by their duly authorized representatives
	Lessee initial here, if Bank Qualification is applicable.	
	Agreement and Property Schedule was funded, in an amount not exceed	eding \$10,000,000.
	other than qualified 501(c)(3) bonds and including all tax-exempt ob	ably anticipates issuing tax-exempt obligations (excluding private activity bonds ligations of subordinate entities of the Lessee) during the calendar year this
11.	. Bank Qualification: Lessee designates this Agreement and Property So	chedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B

U.S. Bank Equipment Fin	ance	CITY OF LIBERTY HILL	-
Lessor		Lessee	
		×	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title
		Attest By Signature	
			Fig. 1
		Print Name	Title





APPLICATION NO. 2678247

#### **Property Description**

VENDOR			
MOTOROLA SOLUTIONS INC			
STREET ADDRESS	CITY	STATE	ZIP
500 WEST MONROE 44 <sup>TH</sup> FL	CHICAGO	IL	60661

PROPE	RTY DESCRIPTION		
QUANTITY	DESCRIPTION	SERIAL NUMBER	PROPERTY LOCATION
15	CHARGER MULTI UNIT IMPRES 2 3A 115VAC		1120 LOOP 332 LIBERTY TX 78642
15	SPARE BATTERY PACK LITHIUM ION APX		1120 LOOP 332 LIBERTY TX 78642
6	APX6500 7/800 MHZ MID POWER MOBILE		1120 LOOP 332 LIBERTY TX 78642
6	ASTRO DIGITAL CAI OPERATION		1120 LOOP 332 LIBERTY TX 78642
6	SMARTZONE OPERATION APX6500		1120 LOOP 332 LIBERTY TX 78642
6	ADVANCED SYSTEM KEY HARDWAY KEY		1120 LOOP 332 LIBERTY TX 78642
6	P25 TRUNKING SOFTWARE		1120 LOOP 332 LIBERTY TX 78642
6	TDMA OPERATION		1120 LOOP 332 LIBERTY TX 78642
6	GROUP SERVICES		1120 LOOP 332 LIBERTY TX 78642
6	APX CONTROL HEAD SOFTWARE		1120 LOOP 332 LIBERTY TX 78642
6	ANT 3DB LOW PROFILE 762-870		1120 LOOP 332 LIBERTY TX 78642
6	STANDARD PALM MIC		1120 LOOP 332 LIBERTY TX 78642
6	SPKR 15W WATER RESISTANT		1120 LOOP 332 LIBERTY TX 78642
6	5YEAR SERVICE FROM THE START LITE		1120 LOOP 332 LIBERTY TX 78642
6	OVER THE AIR PROVISIONING		1120 LOOP 332 LIBERTY TX 78642
6	DIGITAL TONE SIGNALING		1120 LOOP 332 LIBERTY TX 78642
6	APX MOBILE RADIO AUTH		1120 LOOP 332 LIBERTY TX 78642
6	ASTRO 25 OTAR W/MULTIKEY		1120 LOOP 332 LIBERTY TX 78642
6	RADIO MANAGEMENT SOFTWARE		1120 LOOP 332 LIBERTY TX 78642
6	O5 CONTROL HEAD		1120 LOOP 332 LIBERTY TX 78642
6	DASH MOUNT		1120 LOOP 332 LIBERTY TX 78642
15	APX6000 7/800 MODEL 3.5 PORTABLE		1120 LOOP 332 LIBERTY TX 78642
15	ASTRO DIGITAL CAI OPERATION		1120 LOOP 332 LIBERTY TX 78642
15	SMARTZONE OPERATION		1120 LOOP 332 LIBERTY TX 78642
15	P25 9600 BAUD TRUNKING		1120 LOOP 332 LIBERTY TX 78642
15	ADVANCED SYSTEM KEY HARDWARE KEY		1120 LOOP 332 LIBERTY TX 78642
15	MULTI KEY		1120 LOOP 332 LIBERTY TX 78642
15	5 YEAR SERVICE FROM THE START LITE		1120 LOOP 332 LIBERTY TX 78642
15	APX 6000 RADIO AUTH		1120 LOOP 332 LIBERTY TX 78642
15	TDMA OPERATION		1120 LOOP 332 LIBERTY TX 78642
15	PROGRAMMING OVER P25		1120 LOOP 332 LIBERTY TX 78642
15	GROUP SERVICES		1120 LOOP 332 LIBERTY TX 78642
15	RADIO MANAGEMENT SOFTWARE		1120 LOOP 332 LIBERTY TX 78642

LESSEE ACCEPTANCE

**CITY OF LIBERTY HILL** 



TITLE DATED



#### Exhibit B

APPLICATION NO. 2678247

#### Amortization and Lease Payment Schedule

Term: 3 Annual

Payment Structure: Annual

Interest Rate: 3.77%

If the Lease Payment Dates are not defined in this Amortization and Lease Payment Schedule, the first Lease Payment shall be due 90 days after the Commencement Date and each subsequent Lease Payment shall be due annually thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning					
Balance				101,601.00	
1	35,480.76	321.00	35,159.76	67,080.22	67,080.22
2	35,480.76	2,571.41	32,909.35	34,170.87	34,170.87
3	35,480.76	1,309.89	34,170.87	0.00	0.00
	106,442.28	4,202.30	102,239.98		

This Amortization and Lease Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

#### LESSEE ACCEPTANCE

CITY OF LIBERTY HILL



NAME OF LESSEE

SIGNATURE

TITLE





#### Exhibit C

APPLICATION NO. 2678247

Certificate of Acceptance

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of \_\_\_\_\_\_\_and the related Property Schedule, between Lessor and Lessee (the "Agreement").

- Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.
- 2. <u>Billing Address</u>. If billing address differs from the address listed on the Tax-Exempt Lease/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date		
CITY OF LIBERTY HILL		
Lessee		
×		
Signature		
Print Name	Title	



#### Exhibit D

APPLICATION NO. 2678247

EQUIPMENT FINANCE

#### Lessee's General and Incumbency Certificate

**GENERAL CERTIFICATE** 

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

- 1. If required by applicable law, Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Lease/Purchase Agreement (the "Agreement") by the undersigned.
- 2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
- No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
- 4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Lessee.
- 5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
- 6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

CITY OF LIBERTY HILL	X	
Lessee	Signature of Person to Sign Agreement	Print Title of Person to Sign Agreement
Print Name of Person to Sign Agreement	Print Date that Above Person	Signed this Certificate

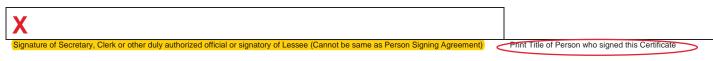
#### **INCUMBENCY CERTIFICATE**

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

	NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
X	<b>&gt;</b>	<	X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.





#### Insurance Authorization and Verification

Re: Tax-Exempt Lease/Purchase Ag	reement dated as of	betwee	en Lessee and Lessor.	
Lessor: U.S. Bank Equipment Finar 1310 Madrid Street, Ste. 10 Marshall, MN 56258				
Lessee: CITY OF LIBERTY HILL 1120 LOOP 332 LIBERTY TX 78642				
TO THE LESSEE: In connection thereunder each dated and Lessee's agent, that Lessee's in with coverage including, but not limited.	(the "Agreement"), Lesso surable interest in the fin	or requires proof ir anced property (th	n the form of this docume ne "Property") meets Les	ent, executed by both Lessee*
LESSOR, AND ITS SUCCESSO PAYEE with regard to all equip contain a provision to the effe thereof to Lessor and Lessee a	oment financed or lease ect that such insurance	d by policy holde shall not be cand	r through or from Lesse eled or modified witho	or. All such insurance shall ut first giving written notice
Lessee must carry GENERAI \$1,000,000.00 (one million doll	•	or vehicles, Auto	omobile Liability) in th	e amount of no less than
Lessee must carry PROPERT 'Insurable Value' \$101,601.00,				an amount no less than the
*Lessee: Please execute this form a	and return with your docu	iment nackade. I	occor will fay this form	to your incurance agency for
endorsement. In lieu of agent endorequirements. Should you have any	orsement, Lessee's agenc questions, please contact	cy may submit ins U.S. Bank Equipm	surance certificates demo nent Finance at 800-328-	onstrating compliance with all 5371.
endorsement. In lieu of agent endo	orsement, Lessee's agency questions, please contact Agent named below: 1)	cy may submit ins U.S. Bank Equipm to complete and	surance certificates demonent Finance at 800-328-seturn this form as indicated	onstrating compliance with all 5371.
endorsement. In lieu of agent endorsements. Should you have any of By signing, Lessee authorizes the	orsement, Lessee's agency questions, please contact Agent named below: 1)	cy may submit ins U.S. Bank Equipm to complete and	surance certificates demonent Finance at 800-328-seturn this form as indicated above.	onstrating compliance with all 5371.
endorsement. In lieu of agent endorequirements. Should you have any object of the second subsequent renewals to	orsement, Lessee's agency questions, please contact Agent named below: 1)	cy may submit ins U.S. Bank Equipm to complete and verage as outlined	surance certificates demonent Finance at 800-328-seturn this form as indicated above.	onstrating compliance with all 5371.  cated; and 2) to endorse the
endorsement. In lieu of agent endorsements. Should you have any of the signing, Lessee authorizes the policy and subsequent renewals to NAME OF AGENCY	orsement, Lessee's agency questions, please contact Agent named below: 1)	to complete and verage as outlined	surance certificates demonent Finance at 800-328-seturn this form as indicated above.	onstrating compliance with all 5371.  cated; and 2) to endorse the
endorsement. In lieu of agent endorequirements. Should you have any of the signing, Lessee authorizes the policy and subsequent renewals to NAME OF AGENCY  STREET ADDRESS  PHONE	orsement, Lessee's agenc questions, please contact Agent named below: 1) o reflect the required cov	to complete and verage as outlined	surance certificates demonent Finance at 800-328-seturn this form as indicated above.	onstrating compliance with all 5371.  cated; and 2) to endorse the
endorsement. In lieu of agent endorequirements. Should you have any of the signing, Lessee authorizes the policy and subsequent renewals to MAME OF AGENCY  STREET ADDRESS	orsement, Lessee's agenc questions, please contact Agent named below: 1) o reflect the required cov	to complete and verage as outlined	surance certificates demonent Finance at 800-328-seturn this form as indicated above.	onstrating compliance with all 5371.  cated; and 2) to endorse the
endorsement. In lieu of agent endorequirements. Should you have any of the signing, Lessee authorizes the policy and subsequent renewals to NAME OF AGENCY  STREET ADDRESS  PHONE  LESSEE ACCEPTANCE	orsement, Lessee's agenc questions, please contact Agent named below: 1) o reflect the required cov	to complete and verage as outlined	surance certificates demonent Finance at 800-328-seturn this form as indicated above.	onstrating compliance with all 5371.  cated; and 2) to endorse the
endorsement. In lieu of agent endorequirements. Should you have any of the policy and subsequent renewals to street address  PHONE  LESSEE ACCEPTANCE  CITY OF LIBERTY HILL	Agent named below: 1) b reflect the required coverage of the required c	to complete and verage as outlined  NAME OF A  CITY  E-MAIL  Execute this form	return this form as indicated above.  AGENT  STATE	cated; and 2) to endorse the  ZIP  DATED  I promptly fax it to Lessor at
endorsement. In lieu of agent endorequirements. Should you have any of the policy and subsequent renewals to the policy and the policy	Agent named below: 1) oreflect the required coverage of the required co	to complete and verage as outlined  NAME OF A  CITY  E-MAIL  Execute this form of that Lessee's in	return this form as indicated above.  AGENT  STATE  in the space below and assurance meets the above.	cated; and 2) to endorse the  ZIP  DATED  I promptly fax it to Lessor at ove requirements.
endorsement. In lieu of agent endorequirements. Should you have any of the policy and subsequent renewals to	Agent named below: 1) oreflect the required coverage of the required co	to complete and verage as outlined  NAME OF A  CITY  E-MAIL  Execute this form of that Lessee's in	return this form as indicated above.  AGENT  STATE  in the space below and assurance meets the above.	cated; and 2) to endorse the  ZIP  DATED  I promptly fax it to Lessor at ove requirements.
endorsement. In lieu of agent endorequirements. Should you have any of the policy and subsequent renewals to	Agent named below: 1) oreflect the required coverage of the required co	to complete and verage as outlined  NAME OF A  CITY  E-MAIL  Execute this form of that Lessee's in	return this form as indicated above.  AGENT  STATE  in the space below and assurance meets the above.	cated; and 2) to endorse the  ZIP  DATED  I promptly fax it to Lessor at ove requirements.
endorsement. In lieu of agent endorequirements. Should you have any of the policy and subsequent renewals to	Agent named below: 1) o reflect the required covered actions.  FAX  SIGNATURE  In a certificate, please of form shall serve as proceed above requirements have	to complete and verage as outlined  NAME OF A  CITY  E-MAIL  Execute this form of that Lessee's in	return this form as indicated above.  AGENT  STATE  in the space below and assurance meets the above.	cated; and 2) to endorse the  ZIP  DATED  I promptly fax it to Lessor at ove requirements.

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.



#### Tax-Exempt Lease/Purchase Agreement

APPLICATION NO. 2678247

Addendum (TEXAS)

EQUIPMENT	FINANCE

THIS ADDENDUM, which is entered into between U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S.
Bank Equipment Finance") ("Lessor") and CITY OF LIBERTY HILL ("Lessee"), is intended to modify and supplement the Tax-Exempt
Lease/Purchase Agreement or Master Tax-Exempt Lease/Purchase Agreement (as applicable) between Lessor and Lessee dated as of
(the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the
Agreement

Lessor and Lessee agree that lease participation certificates in the Property Schedule shall not be issued without the approval of the Texas Attorney General.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives.

U.S. Bank Equipment Fina	ance	CITY OF LIBERTY HILL	
Lessor		Lessee	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title
		×	
		Attest By Signature	
		Print Name	Title

#### **UPS CampusShip: View/Print Label**

Ensure there are no other shipping or tracking labels attached to your package.

#### Fold the printed label at the solid line below.

Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

#### **GETTING YOUR SHIPMENT TO UPS**

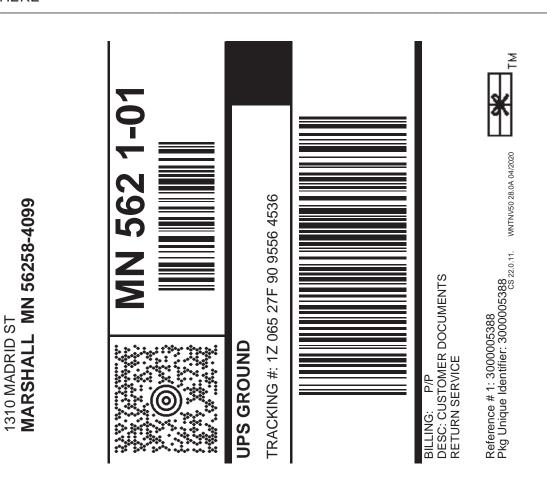
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes.

To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

#### **FOLD HERE**



1 OF 1

LBS

\_

COORDINATOR TEAM 800-828-8246 EQUIPMENT FINANCE 1310 MADRID ST MARSHALL MN 562584099 SHIP TO:

COORDINATOR TEAM EQUIPMENT FINANCE

#### RESOLUTION 20-R-\_\_\_

WHEREAS, contingent upon the approval of the Attorney of the City of Liberty Hill (the "Lessee"), the Lessee desires to enter into that certain lease/purchase agreement, application no. 2678247, by and between the Lessee and Lessor – U.S. Bank Equipment Finance for the purpose of financing "Police equipment, including radios".

equipment, including ra	10103 .		
NOW THEREFORE, BE IT	FRESOLVED BY THE CITY OF LII	BERTY HILL:	
	ne lessee will enter into a Lea e of financing "Police equipme	_	with U.S. Bank Equipment
Lease/Purchase Agreen	he Lessee appoints Rick D. nent, application No. 2678247 U.S. Bank Equipment Finance, I for the Agreement.	dated as of August 10,	2020, by and between the
and seconded by Coun	en PASSED upon motion made cil memberns and is effective this August _	by a vo	
LESSEE:		WITNESS:	
Rick D. Hall Mayor of the City of Lib	erty Hill	Nancy Sawyer City Secretary	
		[seal	]

Tad Cleaves
Attorney for the City of Liberty Hill

# AGENDA ITEM #8.k.

## CITY COUNCIL - REGULAR MEETING Monday - August 10, 2020 - 1:00 AM

# AGENDA ITEM

**#8.1.** 

#### **ATTACHMENTS:**

Description
Ordinance on past ordinances
Ordinance Packet

Upload Date 8/5/2020 8/7/2020

#### **CITY OF LIBERTY HILL**

#### ORDINANCE NO. 20-O-

AN ORDINANCE OF THE CITY COUNCIL OF LIBERTY HILL, TEXAS, AFFIRMING THE PRIOR PASSAGE OF UNSIGNED ORDINANCES FROM THE CALENDAR YEAR 2020; PROVIDING FOR A PUBLICATION AND PROVIDING AN EFFECTIVE DATE

- WHEREAS, from January 1, 2020 through August 9, 2020, the City Council (the "Council") of the City of Liberty Hill (the "City") has passed \_\_\_\_\_ [INSERT NVMBER] OF ORDINANCES PASSED IN 2020] ordinances; and
- WHEREAS, pursuant to Texas Local Government Code Section 52.003, if the Mayor and not sign an ordinance or resolution before the fourth day after the date it is passed by Council and also did not object to the ordinance or resolution, the ordinance or resolution takes effect as provided by law; and
- WHEREAS, the Mayor did not object to any ordinances approved by Council in 2020; and
- WHEREAS, fully-executed versions of \_\_\_\_\_ [INSERT NUMBER OF UNSIGNED ORDINANCES] ordinances (the "Unsigned Ordinances") from 2020 cannot be located by the City Secretary; and
- WHEREAS, the Unsigned Ordinances are attached in full to this ordinance as separate exhibits; and
- WHEREAS, it is in the best interest of the City to clarify the written records of the City by authorizing the City Secretary to take action to have the Unsigned Ordinances designated as official original documents for the City.

#### NOW, THEREFORE, BE IT ORDAINED by the City of Liberty Hill City Council:

**SECTION 1.** The Unsigned Ordinances attached hereto as Exhibits A – \_\_\_\_ [INSERT APPROPRIATE EXHIBIT INDICATOR] are true and correct versions of Council-approved ordinances from the year 2020.

**SECTION 2.** The City Secretary is hereby authorized to take all appropriate actions to certify that the attacked Lasigned Ordinances are true and correct versions of Council-approved ordinances for the year 3020 and to take whatever action is required to have the Unsigned Ordinances designated as official originals for the City.

**SECTION 3.** The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 4. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest.

PASSED & APPROVED this, the 10th day of August, 2020, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Liberty Hill, Texas. Rick Hall, Mayor Approved as to Forn ATTEST: Nancy Sawyer, City Secretary Tad Cleaves, City Attorney

SECTION 5. This Ordinance shall become effective and be in full force upon publication as required

by law.

## ORDINANCE 20-O-01

**Current Status:** 

Is an executed copy.

Action needed:

Make this the official copy of public record.

#### **ORDINANCE #20-0-01**

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019 PROVIDING FOR VARIOUS UNFORESEEN REVENUES AND EXPENDITURES; ESTABLISHING AN EFFECTIVE DATE, AND FINDING PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Liberty Hill, Texas finds it necessary and proper to amend the current fiscal year's budget to accommodate unforeseen conditions, which is found to be in the best interest of the public health, safety and welfare; and

WHEREAS, this amendment meets unforeseen conditions, which could not, by reasonable diligent thought and attention, have been included in this Amendment to the Fiscal Year 2018 – 2019 Budget.

# NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS:

#### 1. The General Operating Fund Budget is amended as follows:

Revenue

Original

\$3,233,048

Amended

\$5,471,627

Revenues increased \$2,238,579 beyond expectations due to higher than anticipated Sales Tax and Development Revenue.

Expenses

Original:

\$2,963,461

Amended:

\$5,538,048

The budget is increased by \$2,574,587 due to the staffing needs for Finance Director, Emergency Management department, Utility Billing and Police. We also had the payout of the employment contract for City Administrator, contribution to LHISD for creation of its own police department, and various unanticipated expenditures.

#### 2. The Streets Budget is amended as follows:

Revenue

Original

\$169,875

Amended

\$210,211

Revenues increased \$40,336 beyond expectations due to higher than anticipated Sales Tax revenue.

Expenses

Original:

\$167,500

Amended:

\$529,562

The budget is increased by \$362,062 due to unanticipated road and street repairs and improvements.

#### 3. The Capital Improvement Fund Budget is amended as follows:

Revenue

Original:

\$3,135,000

Amended:

\$3,205,246

Additional revenue in the amount of \$70,246 was added to the budget due to changes in plans and fluctuations in final costs of projects.

**Expenses** 

Original:

\$3,135,000

Amended:

\$3,257,947

The budget is increased by \$122,947 due to an increase in project startups and construction. These expenditures include professional services and construction for streets, drainage, parks, and public facilities.

#### 4. The Wastewater Fund Budget is amended as follows:

Revenue

Original:

\$4,178,700

Amended:

\$6,925,461

Revenues in the amount of \$2,746,761 were added to the budget as a direct result of an increase in residential and commercial development.

Expenses

Original:

\$4,174,825

Amended:

\$6,989,797

The Wastewater Fund budget increased by \$2,814,972 due to unanticipated repairs and maintenance at the Wastewater Treatment Plant.

#### 5. The Sewer Fund Budget is amended as follows:

Revenue

Original:

\$759,500

Amended:

\$1,529,581

Revenues increased by the amount of \$770,081 due to an increase in connections related to development.

Expenses

Original:

\$745,975

Amended:

\$795,959

The Sewer Fund budget was increased by \$49,984 as a result of unanticipated expenditures related to maintenance and repairs.

#### 6. The Water Fund Budget is amended as follows:

Revenue

Original:

\$1,246,500

Amended:

\$2,003,511

Revenues in the amount of \$757,011 were added to the budget due to an increase in tap fees, impact fees and inspection fees.

#### **Expenses**

Original:

\$1,048,151

Amended:

\$2,248,546

The Water Fund budget was increased by \$1,200,395 due to additional expenses related to growth through new developments and upkeep and repairs to the existing infrastructure.

- 7. This Ordinance shall take effect immediately after passage hereof.
- 8. The meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED this 13th day of JANUARY, 2020 by a vote of \_\_\_\_\_ (ayes) to \_\_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) of the City Council of Liberty Hill, Texas.

RICK HALI

ATTEST:

Marbara gwernem BARBARA ZWERNEMANN

CITY SECRETARY

TIME AND THE RESIDENCE OF THE PARTY OF LIBER AND THE PARTY OF LIBER AND THE PARTY OF LIBER AND THE PARTY OF T

#### FY 2018-19 BUDGET AS ADJUSTED

Fund							
General			AMENDED		DIFFERENCE		
	Revenue		3,233,048.00	\$	5,471,627.00	\$	2,238,579.00
	Expenditures	\$	2,963,461.00	\$	5,538,048.00	\$	(2,574,587.00)
						\$	(336,008.00)
Streets		_					
	Revenue		169,875.00	\$	210,211.00	\$	40,336.00
	Expenditures	\$	167,500.00	\$	529,562.00	\$	(362,062.00)
						\$	(321,726.00)
CIP							
CIF	Revenue	ė	3,135,000.00	<u> </u>	2 205 246 00		5000000
	Expenditures		3,135,000.00	\$	3,205,246.00	\$	70,246.00
	Expenditures	3	3,133,000.00	3	3,257,947.00	\$	(122,947.00)
						\$	(52,701.00)
Wastewa	ter						
	Revenue	\$	4,178,700.00	\$	6,925,461.00	\$	2,746,761.00
	Expenditures	\$	4,174,825.00	\$	6,989,797.00	\$	(2,814,972.00)
	•					\$	(68,211.00)
							(3)
Sewer							
	Revenue		759,500.00	\$	1,529,581.00	\$	770,081.00
	Expenditures	\$	745,975.00	\$	795,959.00	\$	(49,984.00)
						\$	720,097.00
Water	s. 1						
	Revenue		1,246,500.00	\$	2,003,511.00	\$	757,011.00
	Expenditures	\$	1,048,151.00	\$	2,248,546.00	\$	(1,200,395.00)
						\$	(443,384.00)

amount of \$19,975 for simultaneous work done on Phase 1 and Phase 2. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on a recommendation to City Council from the Planning and Zoning Commission to approve the Morningstar Phase 2 – Sections 4 & 5 Final Plat in the ETJ of the City of Liberty Hill. OUTCOME: Sally McFeron – Director of Planning addressed Council stating this plat represents 166 lots on 27.4 acres in Morningstar MUD. It was approved by Planning and Zoning for recommendation to Council and meets all local, county, and state regulations. On motion by Liz Rundzieher and second by Gram Lankford, Council approved Morningstar Phase 2 – Sections 4 & 5 Final Plat in the ETJ of the City of Liberty Hill. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

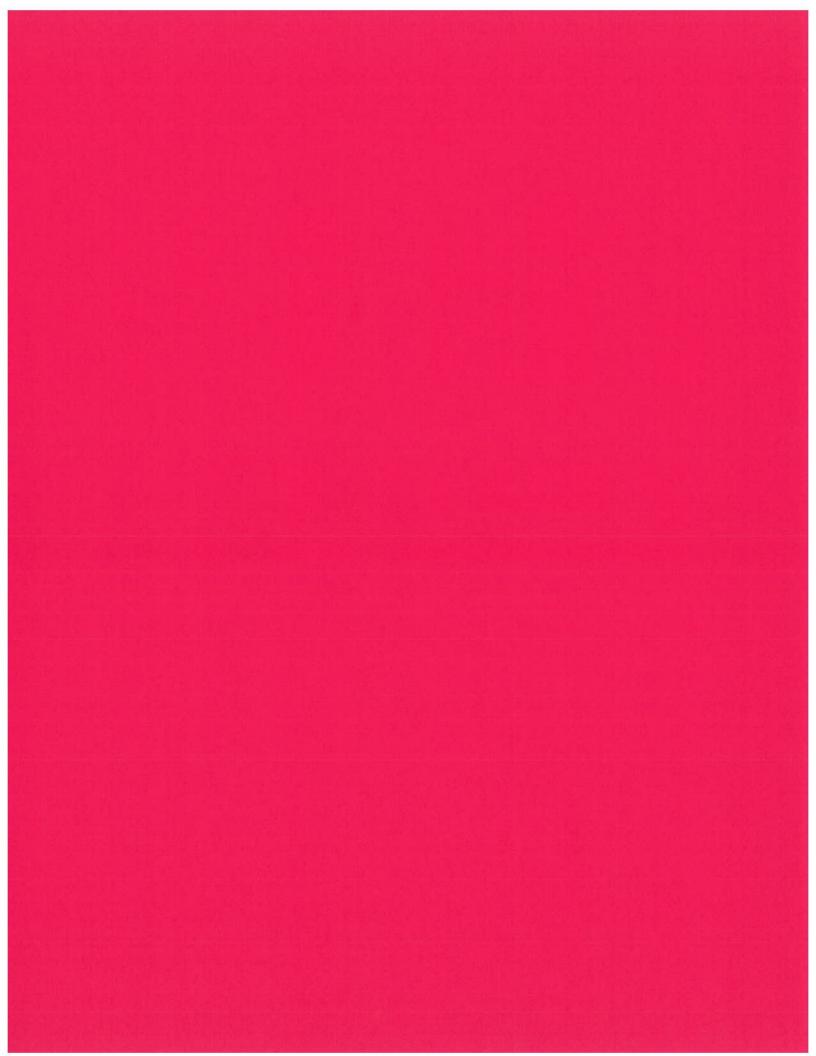
20-0-01

Discussion and Possible Action on approving an Ordinance of the City Council of Liberty Hill, amending the Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019 providing for various unforeseen Revenues and Expenditures; establishing an effective date; and finding proper notice and meeting. OUTCOME: Becky Wilkins – Finance Director addressed Council stating she closed the books; this Ordinance represents the adjustments to Revenue and Expenses that she is making. On motion by Liz Rundzieher and second by Gram Lankford, Council approved Ordinance 20-O-01 amending the budget for Fiscal Year beginning October 1, 2018 and ending September 30, 2019, providing for various unforeseen revenues and expenditures. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on approving an Addendum to the Halff Professional Services Contract to include Liberty Hill City Park improvements to include Swim Center bidding and Construction Phase services in an amount not to exceed \$72,200.00. OUTCOME: Brian Binkowski – Halff Associates addressed Council stating in August 2017 they were granted the design phase project for the Swim Center. This proposal takes the plans from the design phase forward. On motion by Tony DeYoung and second by Liz Rundzieher, Council approved an addendum to the Halff Professional Services Contract to include Liberty Hill City Park improvements to include Swim Center bidding and construction phase services in an amount not to exceed \$72,200. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on appointing Jared King to serve as an Alternate Commissioner on the Planning & Zoning Commission. OUTCOME: Rick Hall – Mayor reintroduced Jared King to Council who has applied for appointment to the Planning and Zoning Commission. On motion by Liz Rundzieher and second by Steve McIntosh, Council approved appointment of Jared King to serve as an alternate commissioner on the Planning and Zoning Commission. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on approving the City of Liberty Hill Re-Use Policy for quality of effluent water that meets Type 1 Reuse quality for contact irrigation; providing for use of the City's hydro pneumatics reuse water pump station under TCEQ authorization permit R14477-001 issued to the City of Liberty Hill on May 31, 2019. OUTCOME: Rick Hall – Mayor addressed Council stating the reuse station is for the wastewater treatment facility and allows the City to have a fill station. Larkspur has tied into the re-use water. Curtis Steger – Steger & Bizzell stated this policy is the fulfillment of obligations made a few years ago in the permit amendment. This finalizes a requirement from that original settlement agreement. This meets all TCEQ Type 1 re-use facility requirements. Mayor Hall stated this should help with future negotiations with developers who want to come into the City. On motion by Kathy Canady and second by Steve McIntosh, Council approved the City of Liberty Hill Re-Use Policy. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.



# **ORDINANCE 20-0-04**

**Current Status:** 

Partially signed.

Action needed:

Approve current City Secretary to sign with City seal.

#### **CITY OF LIBERTY HILL**

#### **ORDINANCE #20-O-04**

AN ORDINANCE OF THE CITY OF LIBERTY HILL, TEXAS, CALLING AN ELECTION FOR MAY 2, 2020 FOR THE PURPOSE OF ELECTING CERTAIN OFFICIALS AND FOR SUBMITTING TO THE VOTERS CERTAIN PROPOSED MEASURES RELATED TO TERMS LENGTH FOR CITY COUNCIL MEMBER AND THE MAYOR; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION.

STATE OF TEXAS	§	
	§	
COUNTY OF WILLIAMSON	§	KNOW ALL BY THESE PRESENTS:
	§	
CITY OF LIBERTY HILL	§	

WHEREAS, pursuant to the provisions of the Texas Election Code (as amended) and other related statutes, the City Council of the City of Liberty Hill, Texas, is authorized to order a city election for the purpose of electing a Mayor, Alderman Place 2 and Alderman Place 4; and

WHEREAS, the City Council additionally wishes to order a special city election on May 2, 2020 to submit to the voters a proposition to extend the terms of office for Aldermen and the Mayor from two (2) years to three (3) years; and

WHEREAS, the City Council has determined that Saturday, May 2, 2020 is the appropriate date for holding the election to elect a Mayor, Alderman Place 2 and Alderman Place 4, and for holding the term-length amendment election; and

WHEREAS, the City Council wishes to encourage all registered voters in the city to vote in this election; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, THAT:

I.

Section 1. <u>ELECTION DATE, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.</u>

Election Date. An election shall be held between the hours of 7:00 a.m. and 7:00 p.m.

on Saturday, May 2, 2020, in accordance with the attached Order of Election, which Order of Election is labeled as Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

<u>Precincts and Polling Places.</u> The City hereby designates the election precincts and polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court for Election Day voting, and same are delineated on Exhibit "B" attached to the Order of Election and incorporated herein by reference for all purposes.

Election Judges. The Williamson County Elections Administrator is conducting such election for the City pursuant to the terms of a Contract for Election Services. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator.

#### Section 2. <u>ELECTION CLERKS.</u>

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Liberty Hill, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

#### Section 3. **EARLY VOTING.**

Early Voting Clerk. The City Council hereby appoints the Williamson County Elections Administrator as the City of Liberty Hill Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which applications for ballots by mail may be sent, for voters residing in Williamson County, is as follows:

Early Voting Clerk Williamson County Post Office Box 209 Georgetown, TX 78627

For voters in Williamson County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to bbm@wilco.org.

Applications for ballots by mail must be received not later than 5:00 p.m. on Monday, April 20, 2020.

<u>Dates for Early Voting.</u> Early voting shall commence on Monday, April 20, 2020 and continue through Tuesday, April 28, 2020, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. Early voting shall be conducted by personal appearance and by mail at the early voting polling places and temporary polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court for early voting, and same are delineated on Exhibit "C" attached to the Order of Election and incorporated herein by reference for all purposes.

<u>Times for Early Voting</u>, During the period in which early voting is required or permitted by law, that being April 20, 2020 through April 28, 2020, the hours designated for early voting by personal appearance shall be designated in writing by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

#### Section 4. <u>EARLY VOTING BALLOT BOARD.</u>

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Williamson County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

#### Section 5. <u>CUSTODIAN OF ELECTION RECORDS.</u>

Pursuant to the Texas Election Code and the applicable Contract for Election Services, the Williamson County Elections Administrator shall serve as the custodian of voted ballots, and the City Secretary of Liberty Hill, Texas shall be appointed as custodian of all other election records.

#### Section 6. <u>CANDIDATE FILING PERIOD.</u>

In accordance with Section 143.007(c)(2) of the Texas Election Code, the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. on Friday, February 14, 2020. The deadline for a write-in candidate to declare candidacy is Tuesday, February 18, 2020.

#### Section 7. **VOTERS.**

All resident, qualified voters of the City shall be entitled to vote at the election.

#### Section 8. NOTICE.

<u>Posting.</u> Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 11, 2020 and shall remain posted through Election Day.

<u>Publication.</u> Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than April 2, 2020 or later than April 22, 2020.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

#### Section 9. **VOTING DEVICES.**

Pursuant to the Election Code and the applicable Contract for Election Services, the Williamson County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Williamson County Elections Administrator is currently using election systems and software certified by the Texas Secretary of State.

The Williamson County Elections Administrator may also utilize a central counting station as provided by Texas Election Code Section 127.000 et seq., as amended.

The City Council of the City of Liberty Hill, Texas, finds as follows:

Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and effective means for voters with physical disabilities to cast a secret ballot. The Office of the Texas Secretary of State has certified that the DRE - Election Systems and Software iVotronic is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035, Texas Election Code, authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. As chief elections officer for the City of Liberty Hill, the Williamson County Elections Administrator shall provide at least one DRE - Election Systems and Software iVotronic in each polling place at every polling location used to conduct any election. The DRE - Election Systems and Software iVotronic may be acquired by any legal means available to the City of Liberty Hill, including but not limited to lease or rental from Williamson County or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

#### Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Liberty Hill Code of Ordinances.

#### Section 11. **ELECTION RESULTS.**

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 2, 2020.

The official canvass, tabulation and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

#### Section 12. MISCELLANEOUS.

The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

#### Section 13. TERM LENGTH PROPOSITION.

At the election, the following proposition shall be set forth substantially in the form contained herein, and said proposition shall be submitted to the qualified voters in accordance with applicable law.

The official ballots shall be prepared so as to permit the qualified electors to vote on the proposition by ballot title. The official ballots for this election shall be prepared so as to permit the qualified electors to vote "Yes" or "No" on the proposition. Said proposition shall be combined with other allowable matters on the same ballots, said ballots to contain such provisions, markings and language as required by law. The proposition to be submitted to the qualified voters of the City of Liberty Hill shall read as follows:

#### **PROPOSITION A**

# SHALL THE TERM OF OFFICE FOR ELECTED OFFICERS OF CITY OF LIBERTY HILL, TEXAS BE CHANGED TO THREE (3) YEARS?

			II.
No	(	)	
Yes	(	)	

- A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- **B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
- C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

PASSED & APPROVED this, the 27 <sup>th</sup> day of January 2020, by a vote of (ayes) to (nays) to (abstentions) of the City Council of Liberty Hill, Texas.
CITY OF LIBERTY HILL, TEXAS
Rick Hall, Mayor
ATTEST:
Barbara Zwernemann, City Secretary

#### **EXHIBIT "A"**

# ORDER OF ELECTION CITY OF LIBERTY HILL, TEXAS

An election is hereby ordered to be held on Saturday, May 2, 2020 for the purpose of electing a Mayor, Alderman Place 2 and Alderman Place 4, and for submitting a proposition changing the term length of elected officers.

Early voting by personal appearance will be conducted at the locations designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court, all as are delineated on Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

Applications for ballots by mail shall be mailed to:

Williamson County Early Voting Clerk Post Office Box 209 Georgetown, TX 78627

A completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to bbm@wilco.org.

Applications for ballot by mail must be received no later than 5:00 pm on Monday, April 20, 2020.

Issued this 27th day of January 2020.

Rick Hall, Mayor
City of Liberty Hill, Texas

Barbara Zwernemann, City Secretary

ATTEST:

#### **EXHIBIT "B"**

### WILLIAMSON COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

May 2, 2020 Voting Locations from 7 AM to 7 PM:

Liberty Hill Municipal Court Building 2801 Ranch Road 1869 Liberty Hill, Texas

> Liberty Hill ISD High School 16500 West Highway 29 Liberty Hill, Texas

#### **EXHIBIT "C"**

# <u>EARLY VOTING LOCATIONS. DATES AND TIMES – WILLIAMSON COUNTY</u>

\*As of the date the Election Order was issued, Williamson County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Williamson County, it will be attached as Exhibit "C" to this Election Order.

- 14. A recap of all budgeted expenditures to date, together with a recap of budgeted funds left unexpended and any commitment made on said unexpended funds.
  - a. Please see attached financial statements
- 15. Each report shall be considered by the City Council for its review and acceptance.

#### **CONSENT AGENDA**

OUTCOME: On motion by Kathy Canady and second by Gram Lankford, the minutes of City Council meeting held Monday – December 13, 2020 were approved with amendments. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

#### **REGULAR AGENDA**

Discussion and Possible action on approving a rate change for Water System Impact Fees from \$3,500 to fees as shown below; providing for implementation date of rate change shown below effective February 1, 2020; providing for update from the Impact Fee Advisory Committee based on land use assumptions and Capital Improvement Plan underlying the maximum fee calculations consistent with State Law and good engineering practices.

February 1, 2020 to December 31, 2020 \$5,500.00

January 1, 2021 to December 31, 2021 \$6,500.00

January 1, 2022 and Beyond \$7,037.00 [TC1]

and

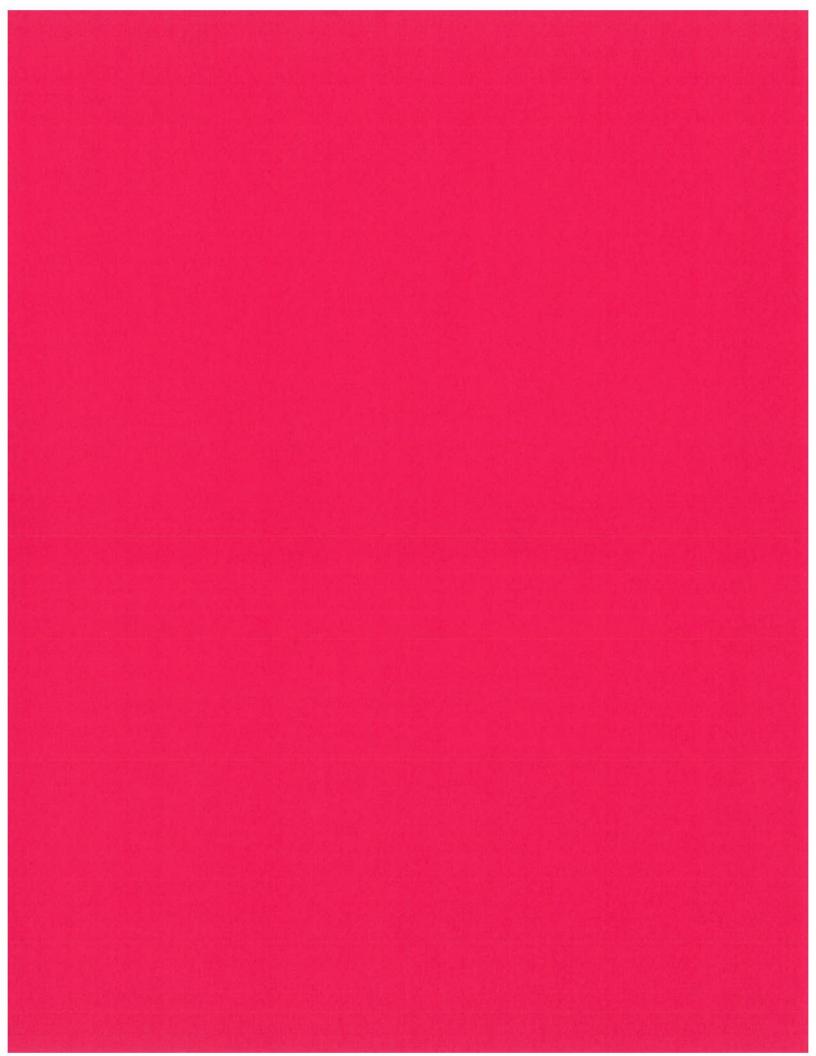
Discussion and Possible Action on approving a rate change for Wastewater System Impact Fees from \$3,500 to the fee outlined below; providing for implementation of rate change shown below effective February 1, 2020; providing for update from the Impact Fee Advisory Committee based on land use assumptions and Capital Improvement Plan underlying the maximum fee calculations consistent with State Law and good engineering practices.

Effective February 1, 2020 \$4,000.00

OUTCOME: Dan Jackson — Vice President, WillDan Financial Services addressed Council offering highlights of his presentation which was included in Council's packets. The Impact Fee Advisory Committee is in agreement with the proposed fees. Due to additional revenue from the impact fees, and treatment of MUDs as retail customers, he recommends the monthly MUD fees be eliminated effective at the time the new impact fees are implemented. On motion by Liz Rundzieher and second by Gram Lankford, Council approved Ordinance 20-O-03 amending the water and wastewater impact fee amounts and eliminating monthly MUD payments from MUDs 12, 13, 19 and 19A. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

20-0-04 Discussion and Possible Action by City Council to approve an Ordinance for a Special Election at the May 2, 2020 General Election allowing for extension of Mayoral and Council member terms from two years to three years; further, authorizing Mayor Hall to execute said Ordinance drafted by Legal Council and implement effective immediately.

Discussion and Possible Action on an Ordinance of the City Council of Liberty Hill ordering the May 2, 2020 General Election; providing for Election Judges and Early Voting Clerk; providing for Notice of the Election; providing for the method of voting; providing for severability and providing an effective date. OUTCOME: Tony DeYoung — Council member addressed Council stating he supports the ordinance, citing the importance of watching programs/projects from conception to fruition. On motion by Tony DeYoung and second by Kathy Canady, Council approved Ordinance 20-O-04 providing for Special Election May 2, 2020 allowing for extension of Mayoral and Council member terms from two years to three years for Council member places 2 and 4, authorizing Mayor Hall to execute said Ordinance; ordering the



# **ORDINANCE 20-0-06**

Current Status: No signatures.

Action needed: Approve Mayor and current City Secretary to sign with

City seal.

### CITY OF LIBERTY HILL

### ORDINANCE No. <u>20-0</u>-06

### NOISE

AN ORDINANCE AMENDING ARTICLE 8.04 OF CHAPTER 8 OF THE CITY OF LIBERTY HILL CODE OF ORDINANCES; RELATING TO REGULATION AND ENFORCEMENT OF NOISE NUISANCES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Liberty Hill, Texas:

### 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

### 2. AMENDMENT

Chapter 8 of the City of Liberty Hill Code of Ordinances is hereby amended so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

### 3. REPEALER

This ordinance amends Chapter 4 of the City of Liberty Hill Code of Ordinances.

### 4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

### 5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

### 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption as required by all applicable laws.

### 7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 27th day of January 2020, by a vote of <u>5</u> (ayes) to <u>0</u> (nays) to <u>0</u> (abstentions) of the City Council of the City of Liberty Hill, Texas.

CITY OF LIBERTY HILL:

Rick Hall, Mayor

ATTEST:

Barbara Zwernemann, City Secretary

### ARTICLE 8.04 NOISE

### Sec. 8.04.001 Noise nuisance

- Any unreasonably loud or disturbing noise that causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited. A noise is considered unreasonably loud or disturbing if it is measured above 85 decibels (dBA) beyond the property of the source; or 50 feet or more from the source if in a public right-of-way; or if the noise creates a vibration which is above the vibration perception threshold of an individual beyond the property of the source; or 50 feet or more if in a public right-of-way. It shall be prima facie evidence that the decibel level is above 85 if the instrument used to measure the noise level is approved by the city police department and applied so as to provide a proper representation of the sound being measured. (Ordinance 08-O-56, sec. 2, adopted 10/27/08)
- (2) Additionally, no person shall cause, suffer, allow, or permit any of the following acts which are declared to be noise nuisances. If a noise is made on property which falls under more than one of the four categories enumerated in this section, the lowest maximum decibel level shall apply.
  - (A) The making of noise which exceeds 85 decibels between the hours of 7:00am and 9:59pm or 56 decibels between the hours of 10:00pm and 6:59am in residential areas and all abutting public rights-of-way;
  - (B) The making of noise which exceeds 85 decibels between the hours of 7:00am and 9:59pm or 63 decibels between the hours of 10:00pm and 6:59am on commercial or other business zoned property as defined by the Zoning Ordinance of the City of Liberty Hill, Texas;
  - (C) The making of noise which exceeds 85 decibels between the hours of 7:00am and 9:59pm or 65 decibels between the hours of 10:00pm and 6:59am on industrial zoned property as defined by the Zoning Ordinance of the City of Liberty Hill, Texas; or
  - (D) The making of noise which exceeds 85 decibels between the hours of 7:00am and 9:59pm or 65 decibels between the hours of 10:00pm and 6:59am on any property which does not fit into any of the categories described in the foregoing subsections 1, 2 and 3 of this Section.

### Sec. 8.04.002 Definitions

As used in this article the following words and terms shall have the meanings respectively ascribed:

<u>Decibel (dBA)</u>. The unit of measurement for sound pressure level at a specific location as measured on a sound level meter using the A-weighting network.

<u>Public right-of-way</u>. Any street, road, roadway, highway, sidewalk, alley, or parking area that is leased, owned, or controlled by a government entity. All of the streets within the city, and all portions of any streets, are hereby declared to be public streets.

<u>Vibration perception threshold</u>. The minimum ground—borne or structure—borne vibration necessary to cause a reasonable person to be aware of the vibration by such direct means, but

not limited to, sensation by touch or by visual observation of moving objects.

(Ordinance 08-O-56, sec. 3, adopted 10/27/08)

### Sec. 8.04.003 Specific acts

The following acts, among others not hereinafter enumerated, are declared to be "noise nuisances," and are unlawful and in violation of the provisions of this article when such acts are done or accomplished or carried on in such a manner, or with such volume, intensity, or with continued duration, so as to annoy, to distress, or to disturb the quiet, comfort, or repose of a person of reasonable nervous sensibilities, within the vicinity or hearing thereof, or so as to endanger or injure the safety or health of humans or animals, or so as to interfere with the physical wellbeing of humans or animals, or so as to endanger or injure personal or real property:

### (1) Loud speakers.

- (A) The use of any stationary loud speaker, amplifier, musical instrument or electronic equipment including: radio, television, phonograph, computer and other electronic equipment in such a manner or with such volume that annoys and disturbs persons of ordinary sensibilities in the immediate vicinity or is between the hours of 11:00 p.m. and 7:00 a.m.
- (B) Provided however, that upon <u>Upon</u> application by the user of such devices, the city council may make special exemption or exception of this clause for such time or times as the said city council feels will serve the public welfare (i.e. if the device is operated at a public event on property owned by the city or at an event sponsored by a religious organization or educational entity).
- (2) <u>Compressed air</u>. The use of any mechanical device operated by compressed air, unless the noise to be created is reduced so as not to cause discomfort to persons of ordinary sensibilities.
- (3) Construction work. Excessive noise that disturbs people of reasonable sensibilities caused by the erection, including excavation, demolition, alteration, or repair work on any residential building, or in any residential area, at any time other than between the hours of 6:00 a.m. and 7:00 p.m. in the winter and between the hours of 5:00 a.m. and 8:00 p.m. in the summer, based on the daylight savings calendar, except in cases of urgent necessity or in the interest of public safety and convenience and then only by permit from the city administrator or his/her designee which permit may be renewed by the city council during the time the emergency exists.
- (4) <u>Utility and roadway repairs and maintenance</u>. Any utility or roadway maintenance or repairs in residential areas are prohibited from the hours of 11:00 p.m. and 7:00 a.m. except emergency repairs related to public health, safety and welfare of the residents.
- (5) Noise near schools, churches, and hospitals. The creation of any excessive noise adjacent to any church, school or institution of learning while the same is in session, or adjacent to any hospital, which unreasonably interferes with the workings of such institutions, provided conspicuous signs or other evidence are displayed in such manner as to indicate that such is a church, school or hospital.

### (6) Motor vehicles.

(A) The operation of a motor vehicle not equipped with a muffler or other sound dissipative device in good working order and in constant operation that will effectively prevent loud or explosive noises therefrom.

- (B) Every motor vehicle shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and no person shall use a muffler cut out, bypass, or similar device upon a motor vehicle on a public right-of-way. All available and reasonable sound-deadening and muffling devices and practices shall be employed.
- (C) Operating or permitting to be operated any vehicle which, by virtue of disrepair, or manner of operation, or so loaded, alone or in combination with other motor vehicles, creates a grating, grinding, rattling, or any other loud noise that violates this article.
- (D) Operating any motor vehicle with a dynamic braking device (commonly known as an engine brake) engaged.
- (E) -\_Personal or commercial vehicular music amplification or reproduction equipment operated in such a manner that violates this article.
- (F) The sounding of any horn or signal device on any motor vehicle, other than using said horn or signal device as a warning device.
- (G) <u>Unloading</u>. The creation of any unreasonably loud and excessive, prolonged noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers in a residential area.
- (H) Operation of vehicles. The running of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create unreasonably loud or unnecessary grating, grinding, jarring or rattling noise or vibrations.
- (I) <u>Sound from vehicles</u>. To operate any sound equipment from or in a vehicle that is audible or causes a vibration fifty (50) feet from the equipment.
- (7) <u>Refuse collection</u>. The collection of garbage, waste or refuse between the hours of 10:00 p.m. and 7:00 a.m. in any area zoned residential or within three hundred (300) feet of an area zoned residential is prohibited.

(Ordinance 08-O-56, sec. 4, adopted 10/27/08)

### Sec. 8.04.004 Exemptions

The provisions of this article shall not apply to:

- (1) The emission of sound for the purpose of alerting persons to an emergency;
- (2) Sound produced by emergency vehicles;
- (3) Sound produced by a vehicle motor in good working order while the vehicle is moving on a public right-of-way, public waterway, airport runway, or railroad;
- (4) Sound produced by any governmental body in the performance of a governmental function;
- (5) Sound generated at a scheduled stadium event; by parade spectators and participants in the parade route during a permitted parade; by outdoor celebration participants for the general welfare of the public;
- (6) Amplifiers used on vehicles to attract patrons that are operated by ice cream and snow cone vendors that produce jingles or music; or
- (7) The use and operation of bells or an amplified, mechanical bell system in connection with the use and occupancy of a church structure.

(Ordinance 08-O-56, sec. 5, adopted 10/27/08)

#### Sec. 8.04.005 Method of noise measurement

Whenever portions of this article prohibit noise over a certain decibel limit, measurement of said noise shall be made with a decibel meter meeting the standards prescribed by the American National Standards Institute. The instruments shall be maintained in calibration and good working order. Calibration corrections shall be employed in meeting the response specifications prior to every sampling of noise. Measurements recorded shall be taken so as to provide a proper representation of the noise being measured. The microphone shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. Except as otherwise provided, measurements may be taken at a point on adjacent public or private property or on either side of an adjacent public right-of-way at or near the boundary line of the property where the noise is generated. (Ordinance 08-O-56, sec. 6, adopted 10/27/08)

# Sec. 8.04.006 Enforcement, violation, and penalty Temporary Permit Procedure

- (1) Eligibility to apply for temporary permits. The following persons or entities may apply for a temporary permit to create or allow noise which would otherwise be prohibited by this Chapter:
  - (A) A person or entity seeking a permit for the noise generating construction activities prohibited without such permit;
  - (B) A person or entity which has applied for a special event permit from the City and seeks to be allowed to use sound equipment creating noise which exceeds the decibel levels permitted by this Chapter during the special event; and
  - (C) An outdoor music venue located in a non-residential zoning district which seeks to use sound equipment outdoors creating noise which exceeds the decibel levels permitted by this Chapter for temporary events.
- (2) Application. A person seeking a permit under this Section shall complete and file a written application for a permit with the Director on the form provided by the Director and pay a fee of \$50.00 to cover expenses of processing the application, or such amended amount as may be established by ordinance. Such application shall be submitted at least 20 business days prior to the date on which the noise will commence. An application for permit shall include:
  - (A) The name, address, and telephone number of the applicant. If the applicant is a business, the application shall be filled out by the owner or duly authorized agent of the business and shall list the name, address, and telephone number of the business, the responsible owner of the business, and the operator of the business, if different;
  - (B) The nature and location of the noise source for which the application is made;
  - (C) The time during which the noise will be generated and the level of noise that will occur;
  - (D) A signed statement that the applicant has obtained a copy of this Chapter and related rules and agrees to comply with this Chapter, the related rules provided, and the terms and conditions of a permit issued to the applicant;
  - (E) The reason for which the permit is requested, including the hardship that will result to the applicant, his/her client, or the public if the permit is not granted; and

- (F) A description of noise control measures to be taken for the applicant to minimize noise and the impacts occurring therefrom and the schedule under which said measures will be implemented.
- (3) Restrictions on issuance of permit. No permit shall be approved unless the Director is satisfied based upon the application and other proof provided by the applicant that:
  - (A) Noise levels occurring during the period of the variance will not constitute a danger to public health;
  - (B) Compliance with this Chapter would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and
  - (C) The applicant has fully complied with the application procedures.
- (4) Considerations in determining whether to grant permit. In making the determination of whether to grant a permit, the Director shall consider:
  - (A) The character and degree of injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused;
  - (B) The value to the community of the activity for which the variance is sought;
  - (C) The ability of the applicant to apply the best practical noise control measures; and
  - (D) Proximity to residences at which reasonable persons would be disturbed by the noise.

### (5) Other restrictions.

- (A) The Director shall consider each application on the same basis as that used for other similarly situated applicants and shall make each variance decision free from consideration of race, sex, national origin, religion, the content of speech, or any other factors not provided for in this Chapter; and
- (B) No permit shall be issued for the operation of sound equipment at nighttime from a motor vehicle or for a location within 100 feet of a residential or noise-sensitive area.
- (C) No permit shall be issued if the applicant has been convicted of more than two violations of a regulation under this Chapter or there have been more than two convictions for violations of this Chapter at the location for which the permit is sought in the six months prior to the date on which the application is submitted.

### (6) Issuance or denial of permit.

- (A) The Director shall grant or deny the permit within ten business days of receiving the properly completed application. An application for the same applicant or location may not be submitted for a period of 30 days following the denial of an application.
- (B) If the Director determines a permit should be issued pursuant to the criteria established in this Section, a permit shall be issued which states the type of sound permitted, the location at which the sound will be permitted, the maximum decibel level to be allowed, the times at which the sound will be allowed to be produced, and the expiration date of the permit.
- (C) The decibel limits on a permit issued pursuant to this Section shall be set at ten decibels over the limits which would otherwise apply unless the Director determines a different limit is required under the circumstances.

### (7) Time and frequency limits on permit.

- (A) For an outdoor music establishment which uses sound equipment in a manner which produces sound audible beyond the real property line of the property on which the equipment is operated, a permit shall not exceed one year in duration. A new permit application shall be required for a new permit to be issued for any subsequent year. Any such permit shall terminate upon change in the owner or operator of the establishment listed on the application and a new permit application by the new owner will be required to obtain a new permit.
- (B) A permit for construction noise shall be issued for the expected duration of the noise for which the permit is issued.
- (C) In all other cases, a permit shall be issued for a maximum period of 24 hours and no such permit shall be issued for the same location within 30 days of the date of expiration of the previous permit.
- (8) Revocation of permit. The permit may be revoked by the director if the terms of the permit are violated; if it is learned that there were material misrepresentations made in the permit application; or if there is a material change in any of the circumstances relied upon by the Director in granting the permit.

### Sec. 8.04.007 Enforcement, violation, and penalty

- (1) The provisions of this article may be enforced by peace officers and such other persons as are designated by the city.
- (b2) It shall be unlawful for any person to interfere with, obstruct, resist or oppose any person authorized to enforce the provisions of this article.
- (63) The enforcement official has the authority to have any device removed or turned off instantly until it can be otherwise operated in compliance with this article.
- (d4) It shall be unlawful for a person to do or perform any act prohibited by this article, and it shall be unlawful for a person to fail to do or perform any act required by this article. A violation of this article is a class C misdemeanor offense, no culpable mental state or criminal intent is required, and upon conviction, a person shall be fined an amount not less than fifty dollars (\$50.00) and not more than five hundred dollars (\$500.00) for each day that a violation exists or occurs; a separate offense shall be deemed committed on the same day if the violation continues after the person has been warned or charged.

(Ordinance 08-O-56, sec. 7, adopted 10/27/08)

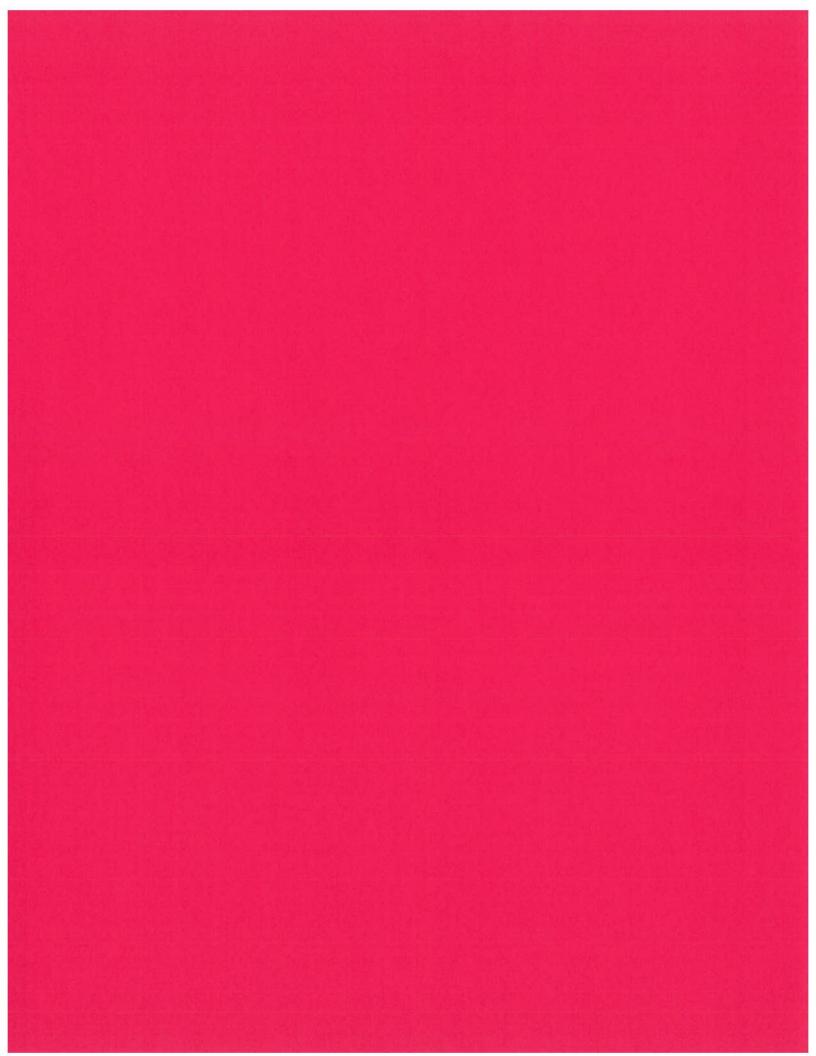
May 2, 2020 General Election, providing for Election Judges and Early Voting Clerk, providing for Notice of the Election, providing for the method of voting; providing for severability and providing an effective date. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action by City Council to approve a Joint Election Agreement between the City of Liberty Hill, Texas and the Liberty Hill Independent School District for the conduct of Election Day voting on May 2, 2020 by personal appearance to be held at a common location for the purpose of conducting the City's General Election and the District's Trustee Election. OUTCOME: On motion by Tony De Young and second by Gram Lankford, Council approved a Joint Election Agreement between the City of Liberty Hill, Texas and the Liberty Hill Independent School District for the conduct of Election Day voting on May 2, 2020 by personal appearance to be held at a common location for the purpose of conducting the City's General Election and the District's Trustee Election. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action by City Council to approve an Ordinance for two Planning and Zoning commissioners who reside within the boundaries of the City of Liberty Hill and one of which is also a member of City Council; further, authorizing Mayor Hall to execute said Ordinance drafted by Legal Counsel and implement effective immediately. OUTCOME: Tad Cleaves – Legal Counsel addressed Council stating an ordinance was not required for this item. Following a brief discussion, Tony DeYoung made a motion, seconded by Liz Rundzieher appointing Kathy Canady and Steve McIntosh to the Planning and Zoning Commission. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action by City Council to approve an Ordinance for noise parameters within the boundaries of the City of Liberty Hill; further, authorizing Mayor Hall to execute said Ordinance drafted by Legal Counsel and implement effective immediately. OUTCOME: Following discussion and advice of legal counsel and Police Chief Campbell, Liz Rundzieher made a motion, seconded by Tony DeYoung to approve Ordinance 20-O-06 authorizing a Quiet Zone between the hours of 10 PM and 7 AM; and, authorizing the Liberty Hill Police Department to use their discretion in citing noise violations in excess of 85 decibels between the hours of 7:01 AM and 9:59 PM. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible action on approving an Agreement between the City of Liberty Hill and Liberty Hill Chamber of Commerce for use of the Stubblefield Building; further, authorizing Mayor Hall to execute said Agreement drafted by Legal Counsel and implement effective immediately. OUTCOME: Mayor Hall recused himself from this agenda item having filed a Conflict of Interest form with Barbara Zwernemann – City Secretary. Mayor Pro Tem Liz Rundzieher presented the item to Council. Kathy Canady – Council member provided a handout to Council dated January 13, 2017 – an article from the Liberty Hill Independent newspaper and asking that this article be included in the minutes of this meeting. She specifically cited paragraph 3 of the article in which then Council member Elizabeth Branigan stated to the newspaper "the City intends to restore the historic building at 1000 Loop 332 to its original state and plans to use it for offices and meeting space with the possibility of a small museum showcasing sketches and artifacts from the 1976 Liberty Hill International Sculpture Symposium...". Council discussed the Chamber of Commerce utilizing the bottom floor of the building weekdays from 8 AM to 5 PM and weekends, 4 consecutive hours each day. Art will continue to be displayed on the walls. On motion by Kathy Canady and second by Steve McIntosh, Council approved Resolution 20-R-09, authorizing Mayor Pro Tem Liz Rundzieher to execute a Chapter 360 Agreement between the City of Liberty Hill and the



# **ORDINANCE 20-0-08**

Current Status: Partially signed.

Action needed: Approve current City Secretary to sign with City seal.

### CITY OF LIBERTY HILL

### ORDINANCE NO. <u>80-0-0</u>8

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, AMENDING CHAPTER 12, DIVISION 2. SPEED LIMITS, SECTION 12.02.031 AND ITS REFERENCED ATTACHMENT "A" OF THE CODE OF ORDINANCES OF THE CITY OF LIBERTY HILL, RELATED TO SPEED LIMITS ON CITY STREETS, MODIFYING THE SPEED LIMIT FOR THE CHARLES CANADY MEMORIAL LOOP 332 ("LOOP 332"). REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND SETTING AN EFFECTIVE DATE.

- WHEREAS, the City of Liberty Hill ("City") finds it in the best interest of the community to periodically review and update speed zones within the City limits; and
- WHEREAS, the Texas Transportation Code Section 311.002 provides a general law municipality with exclusive control over the streets and highways of the municipality; and
- WHEREAS, the City Council of the City of Liberty Hill finds it is in the best interest of the citizens of the City of Liberty Hill to modify the speed limit for the Charles Canady Memorial Loop 332 ("LOOP 332") to 30 miles per hour along its entire length.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, THAT:

**SECTION 1.** The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**SECTION 2.** The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**SECTION 3.** Chapter 12, Division 2, Section 12.02.031 and its referenced Attachment "A" of the Code of Ordinances of the City of Liberty Hill, Texas is hereby amended to add the following:

**STREET** 

EXTENT

MAXIMUM SPEED (MPH)

CHARLES CANADY MEMORIAL LOOP 332 ("LOOP 332) Entire Length

30

**SECTION 4.** The City Council authorizes the Mayor to direct City staff to take all actions necessary to replace the signage and other traffic control devices along Charles Canady Memorial Loop 332 as required by law.

**SECTION 5.** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

**SECTION 6.** That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 7.** The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest, and this ordinance shall take place upon publication if required by law.

PASSED & APPROVED this, the 27<sup>th</sup> day of January 2020, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Liberty Hill, Texas to be effective March 1, 2020.

CITY OF LIBERTY HILL, TEXAS

Rick Hall, Mayor

ATTEST:
Barbara Zwernemann, City Secretary

Liberty Hill Chamber of Commerce. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

20-0-08

Discussion and Possible Action by City Council to approve an Ordinance amending the speed limit of Loop 332 to 30 miles per hour; further, authorizing Mayor Hall to execute said Ordinance drafted by Legal Counsel and implement effective immediately. OUTCOME: On motion by Liz Rundzieher and second by Tony DeYoung, Council approved Ordinance 20-O-08 amending the speed limit of Loop 332 to 30 miles per hour; and authorizing Mayor Hall to execute said Ordinance effective March 1, 2020. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

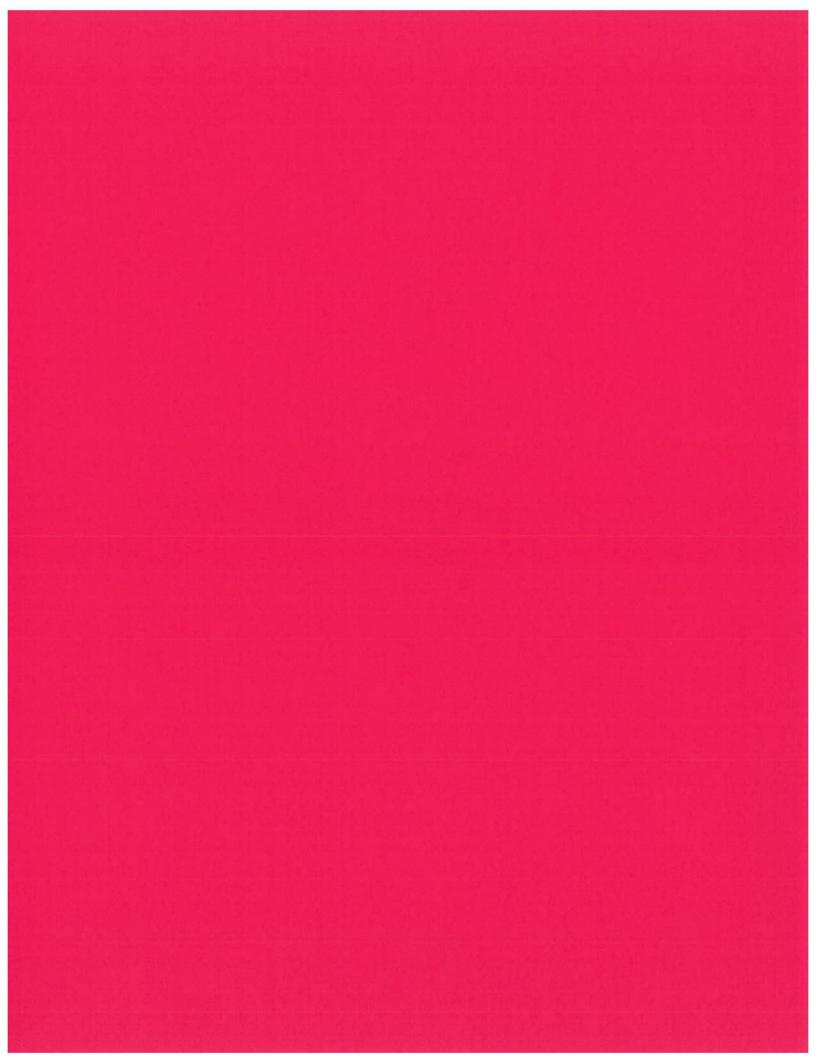
Discussion and Possible Action by City Council to approve an Ordinance for potential property tax abatements for property owners over 65 and/or disabled military veterans; further, authorizing Mayor Hall to execute said Ordinance drafted by Legal Council and implement effective immediately. OUTCOME: Following discussion, Liz Rundzieher made a motion, seconded by Kathy Canady to approve Ordinance 20-O-09 adding a homestead exemption of \$5,000; raising the over-65 and disabled exemption from \$3,000 to \$5,000. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible action on approving the proposed model and cost estimate of the gateway signs for Liberty Hill. OUTCOME: Brian Binkowski, PE – Halff Associates provided copies of the revised gateway sign models with cost. The per-sign cost for the signs is \$38,000 not including soft costs. Following discussion, Steve McIntosh made a motion, seconded by Gram Lankford, to approve the design; to direct Wayne Bonnet – Public Works to go out for bid on the signs to acquire three (3) quotes with two (2) color options in each quote; authorizing the issuance of an RFP; authorizing Notice in the newspaper. The bids received will be presented the first Council meeting in March 2020. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on approving a proposed model and cost estimate of the signs for the "Charles Canady Memorial Loop 332". OUTCOME: Brian Binkowski, PE – Halff Associates presented the updated model and cost estimate of the signs for the Loop. Capital Street Posts can provide the frame/finials for the design. The cost estimate is \$4,218 for the 2 sign panels and 3 posts with bracketing. This does not include installation. On motion by Steve McIntosh and second by Liz Rundzieher, Council approved the model and cost for the "Charles Canady Memorial Loop 332" signage. Motion passed on vote of 4 AYES, 0 NAYS, and 1 ABSTENTION. Kathy Canady abstained from the vote.

Discussion and Possible Action on approving a recommendation to City Council from the Liberty Hill Economic Development Corporation to approve a Façade and Sign Matching Grant Application submitted for property at 3103 Ranch Road 1869 – San Gabriel Realty – Dax Oglesby. OUTCOME: Lance Dean, Executive Director – LHEDC presented stating the company is adding on to their parking area. Following discussion, Liz Rundzieher made a motion to approve a Façade and Sign Grant application submitted to LHEDC for the property at 3103 W SH-29 – Hilltop 29 Properties LLC and Tritex Fitness LLC. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on approving a recommendation to City Council from the Liberty Hill Economic Development Corporation to approve a Demolition Program Application submitted for property at 13951 W SH-29 – Hilltop 29 Properties LLC and Tritex Fitness LLC. OUTCOME:



# ORDINANCE 20-O-12

**Current Status:** 

Is an executed copy.

Action needed:

Make this the official copy of public record.

### CITY OF LIBERTY HILL

### ORDINANCE NO. 20-O-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS AMENDING CHAPTER FOUR OF APPENDIX A OF THE CODE OF ORDINANCES FOR THE CITY OF LIBERTY HILL, TEXAS, ALSO KNOWN AS THE UNIFIED DEVELOPMENT CODE; PROVIDING FOR CHANGES IN BUILDING HEIGHT LIMITATIONS FOR CERTAIN ZONING DISTRICTS; PROVIDING FOR CHANGES TO RECTIFY NOTED INCONSISTENCIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Liberty Hill adopted ordinance 05-O-13 on March 22, 2005, thereby establishing Appendix A of the Code of Ordinances for the City of Liberty Hill, which is also known as the Unified Development Code; and

WHEREAS, the mission of the Unified Development Code is to promote the public health, safety, general welfare and quality of life for both present and future inhabitants of the City; and

WHEREAS, the implementation, responsiveness and effectiveness of said Code depends on the periodic review and re-evaluation of its provisions to determine if amendments to the Code are warranted so that it may function optimally and achieve its mission; and

WHEREAS, the Planning and Zoning Commission met in a regular meeting on February 18, 2020 and conducted a public hearing on the matter of amending Chapter 4 of the Unified Development Code to revise the maximum building height limitations for the Multi-Family Residential (MF-2) zoning district and rectify noted inconsistencies regarding density standards for the Multi-Family Residential (MF-1) zoning district; and

WHEREAS, public notice of such hearing was accomplished in accordance with state law and the city's Unified Development Code through notices posted at both a municipal public building and online; and

WHEREAS, the Planning and Zoning Commission recommended approval of the text amendments to the City Council by a vote of AYES; NAYS ABSTENTIONS; and

WHEREAS, the City Council conducted a public hearing on 62 24 2020 to consider the recommendation from the Planning and Zoning Commission and comment from the public.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS

SECTION 1. The recitals contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

SECTION 2. Chapter 4 of Appendix A of the Code of Ordinances for the City of Liberty Hill, the Unified Development Code, is amended as shown in Exhibit "A," as herein attached.

SECTION 3. The City Secretary is hereby authorized and directed to make the necessary changes to Chapter 4 of Appendix A of the Code of Ordinances for the City of Liberty Hill, the Unified Development Code, so as to reflect the provisions of this Ordinance and revise the maximum building height limitations for the Multi-Family Residential (MF-2) zoning district and rectify noted inconsistencies regarding density standards for the Multi-Family Residential (MF-1) zoning district.

SECTION 4. Severability. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 6. Effective Date. This Ordinance shall take effect immediately from and after its adoption and it is accordingly so ordained.

PASSED & APPROVED this day of February, 20 No by the City Council on a vote of 5 AYES; ONAYS; ABSTENTIONS.

Rick Dhall

ATTEST:

A MILLIAN A CORPORATED OF THE PROPERTY OF THE Thanbury gusernem

### **EXHIBIT A**

The proposed text amendments to Chapter 4 of Appendix A of the Code of Ordinances for the City of Liberty Hill (the Unified Development Code) are limited to the following:

### 4.11 Lot Design Standards

...

### 4.11.05 Lot Dimension Standards

...

Table 4-4: Lot Design Standards

	Max. Develop.	Min. Lot Area	Min. Lot Width	Min.	Min. Rear	Min, Side	Max.	Max. Lot	Max.
	Density (units/ac)	(ft2)	Width	Front Yard Setback	Yard Setback	Yard Setback*	Building Height	Cover. (%)	Impervious Cover (%)
				RESIDE	NTIAL				
AG- Agricultural	0.1	120,000	200	35	30	20	35	25	30
SF1-Low Density Residential	l	30,000	100	30	25	15	35	25	45
SF2-Medium Density Residential	6.7	6,500	55	20	10	5	35	45	50
SF3-High Density Residential	10	4,400	45	15	5	5	35	50	65
TF-Duplex Residential	8	below	35	15	5	5	35	55	55
MFI- Multifamily	20 <u>10</u>	below	75	25	20	15	35	65	65
MF2- Multifamily	20	below	75	25	20	15	<del>35</del> 45	65	65
MH1- Manufactured Housing*	6.7	6,500	55	20	10	5	35	40	45
MH2- Manufactured Housing	4	see below	300	20	10	see below	35	40	50
NONRESIDENTIAL									



C1- Neighborhood	•	-	50	20	15	7	25	75
C2-Downtown			50	25	15	7	45	100
Comm./ Retail  C3-General  Comm./ Retail		-	50	25	15	7	45	85
Il-Light Industrial	-	-	50	40	25	15	45	85
12-General Industrial			50	50	30	15	45	75
P-Public / Institutional / Civic	•	•	70	15	15	15	35	75

No further changes are proposed. Text in red-strikethrough font indicates text to be omitted, while text in <u>blue underscored font</u> indicates text to be added.



...



### PLANNING AND ZONING DEPARTMENT

100 Forrest Street | P.O. Box 1920 Liberty Hill, TX 78642

TO:

Planning and Zoning Commission

FROM:

David Stallworth, AICP

DATE:

February 18, 2020

RE:

A proposed text amendment to Appendix A of the Code of Ordinances for the City of Liberty Hill (the Unified Development Code) to rectify noted text-related inconsistencies and revise the maximum height limitations for certain zoning

classifications.

§4.06, Code of Ordinances, establishes two (2) multi-family residential classifications, the MF-1 classification which provides opportunities for three- and four-plexes, townhomes and apartment development at a moderate density of ten (10) dwelling units (d.u.) per acre, and the MF-2 classification which allows for multi-family development of up to twenty (20) d.u. per acre. §4.11.05 sets the maximum building height for multi-family development in either zoning classification at 35 feet above finished grade.

The purpose of this text amendment is two-fold. The changes, if approved, will allow an increase in the building height restriction for multi-family development in the MF-2 classification from 35 to 45 feet. The proposed height increase will be in line with other municipalities in the greater Austin area, thereby affording Liberty Hill some degree of area competitiveness while expanding opportunities for more local affordable housing solutions. The proposed height increase will also further the goals, objectives and policies of the city's Comprehensive Plan. Lastly, the proposed changes should rectify noted inconsistencies in Chapter 4 of the UDC that may be attributed to either inadvertent oversight or typographical error.

The proposed changes are as follows:

4.11 Lot Design Standards

4.11.05 Lot Dimension Standards

...

Table 4-4: Lot Design Standards

	Max. Develop. Density (units/ac)	Min. Lot Area (ft2)	Min. Lot Width	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Side Yard Setback*	Max. Building Height	Max. Lot Cover. (%)	Max. Imperviou s Cover (%)
				RESIDE	NTIAL				
AG- Agricultural	0.1	120,000	200	35	30	20	35	25	30
SF1-Low Density Residential	ı	30,000	100	30	25	15	35	25	45
SF2-Medium Density Residential	6.7	6,500	55	20	10	5	35	45	50
SF3-High Density Residential	10	4,400	45	15	. 5	5	35	50	65
TF-Duplex Residential	8	below	35	15	5	5	35	55	55
MF1- Multifamily	<del>20</del> <u>10</u>	below	75	25	20	15	35	65	65
MF2- Multifamily	20	below	75	25	20	15	35 45	65	65
MH1- Manufactured Housing*	6.7	6,500	55	20	= 10	5	35	40	45
MH2-Manuf. Housing	4	see below	300	20	10	see below	35	40	50



No further changes are proposed. Text in red strikethrough font indicates text to be omitted, while text in <u>blue underscored font</u> indicates text to be added.

The proposed height increase from 35 to 45 feet appears reasonable for the MF-2 zoning classification. The MF-2 zone is ideal for activity centers and transportation nodes where multiple uses are concentrated in a tighter area, usually at the intersection of major thoroughfares and highways. These centers are generally intensive and are intended to both serve as a focal point for a greater area and facilitate greater sustainability in the way that goods and services are transferred. Higher residential densities are typical for these centers, and such is generally manifested in higher residential buildings. Aside from a few anomalies, the proposed height increase is comparable to other area municipalities as referenced below:

- City of Leander 45' maximum building height (RE: Art. VII, Sec. 1.c.2)
- City of Georgetown 45' maximum building height (RE: §6.02.090.A)
- City of Cedar Park 48' maximum building height (RE: Table 11.03.03.01A)
- City of Round Rock Four (4) stories, or roughly 60' (RE: §2-26)
- City of Pflugerville 38' maximum building height (RE: §4.2.4.C)
- City of Bee Cave 40' maximum building height (RE: §32.03.007.c)
- City of Burnet 35' maximum building height (RE: §118-20[j])
- City of Hutto 45' along major thoroughfares/35' everywhere else (RE: §10.403.4.2)
- City of Taylor Five (5) stories, or 60'/seven (7) stories, or 77' for senior housing (RE: §4.03)

With respect to §4.11.05, Table 4-4 incorrectly assigns a maximum density of twenty (20) dwelling units per acre to the MF-1 zoning classification. The proposed changes to MF-1 density limits from twenty (20) to ten (10) will make the table consistent with §4.06.F, which reads as follows:

"Multifamily Residential (MF1). The purpose of this district is [to] provide for development of quality multiple-family living...at a density of 10 units per acre. This district is further intended to encourage efficient utilization of land, affordable housing opportunities, and open space preservation."

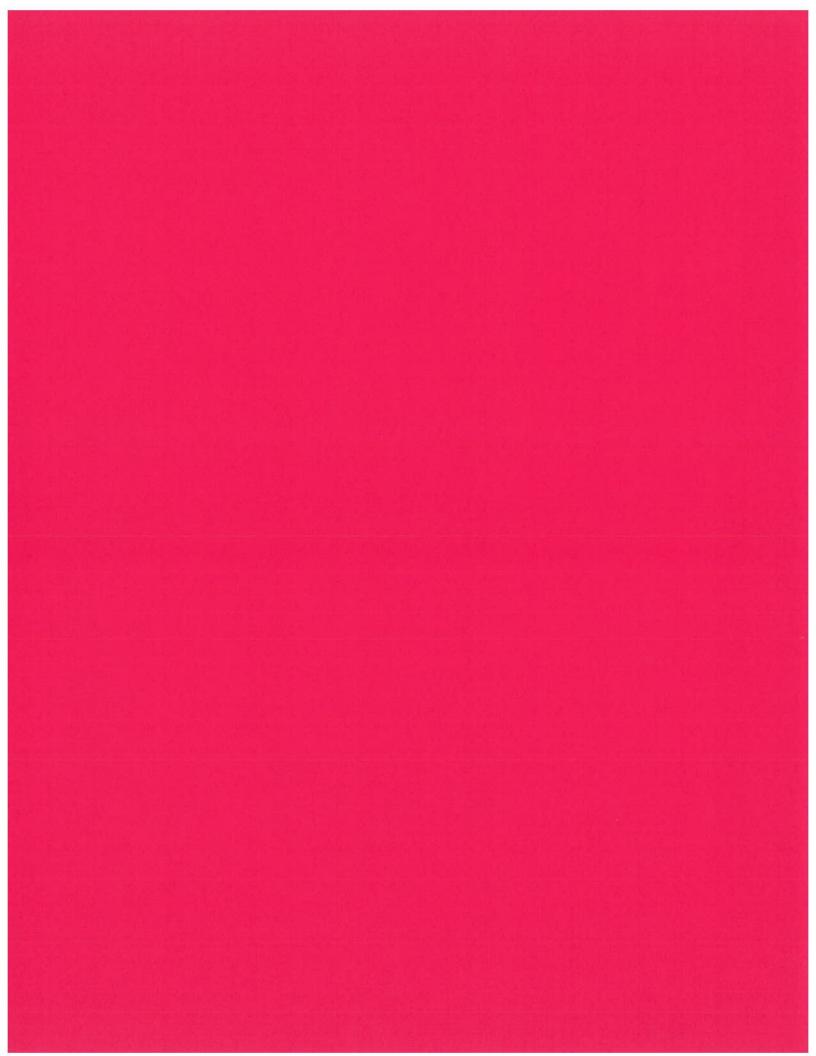
project out to bid. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTION. Mr. Steger stated March 10th is pre-bid; bid opening is March 24th.

Discussion and Possible Action on bid award for CDBG Sidewalks Phase II Project for M & C Fonseca Construction Company, Inc in an amount not to exceed \$178,026.00; providing for proper review by Steger & Bizzell submittal of bids ranging from \$178,016.00 to \$303,567.00. OUTCOME: Curtis Steger – Steger & Bizzell presented, stating bids for the CDBG project opened February 11<sup>th</sup>. Three bids were received. Low Bid was \$178,016 from M & C Fonseca Construction Company, Inc. When this project is accomplished, the City will have approximately 50% of the downtown sidewalks complete. Following discussion, Steve McIntosh, seconded by Liz Rundzieher, made a motion to accept the bid from M & C Fonseca Construction Company, Inc. in an amount not to exceed \$178,016. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

20-0-12 to amend Chapter 4 -Appendix A of the Code of Ordinances for the City of Liberty Hill (the Unified Development Code) to revise the maximum building height limitations for certain zoning districts and rectify noted inconsistencies. OUTCOME: David Stallworth – Senior Director of Planning addressed Council, stating after reviewing maximum heights in other local and outlying cities and found 40-45' maximum height is the norm. Buildings at this height will be serviceable by the Liberty Hill Fire Department in the future; in the meantime, the City Fire Department has a mutual aid agreement with Leander, Cedar Park, and Georgetown fire departments should emergency assistance be required. Kathy Canady made a motion, seconded by Gram Lankford approving Ordinance 20-0-12 amending Chapter 4 – Appendix A of the Code of Ordinances. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on an Ordinance (#13) of the City Council of Liberty Hill approving a Zoning Map Amendment from General Commercial /Retail (C-3) zoning district to Multi-Family Residential (MF-2) zoning district on the following (Resolution #20-R-13). The northern 8.811-acre portion of a 10.00-acre tract of land, more or less, out of the J.B. Robinson Survey, Abstract No. 521, Williamson County, Texas; generally located along the north side of State Highway 29, approximately 1,521 feet east of U.S. Highway 183, and further identified as Assessor's Parcel No. R-432454. OUTCOME: David Stallworth — Senior Director of Planning addressed Council, stating the Planning Department recommends this zoning change on the property located north of Hwy 29 and East of Hwy 183. On motion by Tony DeYoung and second by Kathy Canady, Council approved Ordinance 20-O-13. Motion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS.

Discussion and Possible Action on appointment of Committee Members to the Liberty Hall City Charter Committee; providing for Committee Members residing within the City limits and / or owning a Business within City limits. OUTCOME: Mayor Hall stated the criteria for the committee, set by Council, is that members reside within City limits and/or own a business within City limits. Thirteen (13) have applied to be on the committee. Ten meet the criteria. On motion by Tony DeYoung and second by Liz Rundzieher, Council approved the appointment of the following members to the Liberty Hill City Charter Committee: Larry AllmanWhitney BraceKathy CanadyBill ChapmanDaniel DuckworthJohn JohnstonKeeling NevesLiz RundzieherKim SandersDianne WilliamsMotion passed on vote of 5 AYES, 0 NAYS, and 0 ABSTENTIONS. Mayor Hall stated he would like to press for a November election which will require presenting to Council by August. Matt Powell — Powell Municipal stated the Committee could present and have a full review on the first Council meeting in August with a second workshop, if needed, at the second meeting in August with vote by Council at that meeting.



# **ORDINANCE 20-0-26**

**Current Status:** 

Is an executed copy.

Action needed:

Make this the official copy of public record.

### CITY OF LIBERTY HILL

### ORDINANCE NO. 20-0-26

AN ORDINANCE OF THE CITY OF LIBERTY HILL AMENDING AND RESTATING CHAPTER 5 (ENTITLED FIRE PREVENTION AND PROTECTION) OF THE CODE OF ORDINANCES, ADOPTING CERTAIN EDITIONS OF THE INTERNATIONAL FIRE CODE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; REPEALING ALL OTHER ORDINANCES OR PARTS OF LAWS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the mission of the Code of Ordinances is to promote the public health, safety, general welfare and quality of life for both present and future inhabitants of the City; and

WHEREAS, the implementation, responsiveness and effectiveness of said Code depends on the periodic review and re-evaluation of its provisions to determine if amendments and updates are warranted so that it may function optimally and effectively; and

WHEREAS, upon such review and re-evaluation, the City Council of the City of Liberty Hill ("City Council") desires to update its ordinances governing building and construction as well as fire prevention and protection; and

WHEREAS, the City Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City of Liberty Hill.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, WILLIAMSON COUNTY TEXAS:

SECTION 1. The matters and facts recited in the preamble of this Ordinance are found to be true and correct and are incorporated as a part of this Ordinance.

**SECTION 2.** That both Article 5.01, entitled *General Provisions*, and Article 5.02, entitled *Fire Code*, out of Chapter 5, entitled *Fire Prevention and Protection*, of the Liberty Hill Code of Ordinances, are hereby amended as follows (additions, deletions):

### **ARTICLE 5.01 GENERAL PROVISIONS**

### Sec. 5.01.001 Authority

The City Council hereby authorizes the Williamson County Emergency Service District, Number 4 (the "District"), to administer and enforce all regulations regarding fire prevention and protection within the City's corporate limits. The District's Fire Marshal shall be designated as the Fire

Marshal of the City for the purposes of carrying out these provisions and any appendices of this Cole

### ARTICLE 5.02 FIRE CODE

Sec. 5.02.001 Adopted

(a) The city council hereby adopts the following building code and incorporates it herein by reference as if copied verbatim as one of the building codes that will govern the city:

#### 2006 International Fire Gode.

The City Council hereby adopts the International Fire Code, as adopted by the Board of the District, for the purpose of regulating fire prevention and protection within the City's corporate limits, thereby incorporating it herein by reference as if copied verbatim as one of the building and safety codes that will govern the city.

- (b) The code adopted by this section shall apply to any construction, alteration, remodeling, removal, demolition, movement, enlargement, replacement, equipment, use and occupancy location, and repair of any structure in the city.
- SECTION 3. That all ordinances or parts of ordinances that are in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Liberty Hill not in conflict with the provisions of this Ordinance shall remain in full force and effect.
- SECTION 4. That this code is hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this Ordinance.
- SECTION 5. That the terms and provisions of this Ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.
- SECTION 6. That nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this

law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

**SECTION 7.** That the City Secretary is hereby ordered and directed to cause this legislation to be published as required by applicable law.

SECTION 8. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force upon publication as required by law.

PASSED & APPROVED this, the 27th day of April 2020, by a vote of \_\_\_\_\_\_ (ayes) to \_\_\_\_\_ (abstentions) of the City Council of Liberty Hill, Texas.

CITY OF LIBERTY HILL

Rick Hall, Mayor

ATTEST:

Barbara Zwernemann, Oty Secretary

Kathy Canady approving Resolution #20-R-25 for authorization of optional redemption of a portion of the City of Liberty Hill Special Assessment Revenue Bonds – Series 2017 for Liberty Parke PID Neighborhood Improvement Area #1 (NIA #1). Motion passed on vote of 4 AYES; 0 NAYS; 1 ABSTENTION. Council Member Steve McIntosh is a resident of the Liberty Parke Subdivision; he abstained from voting because he owns property in the subdivision. A Conflict of Interest Affidavit will be filed with the City Secretary's Office.

Discussion and possible action on Ordinance #20-O-26 of City Council to authorize the WCESD #4 to administer and enforce all regulations regarding fire prevention and mitigation within the City's corporate limits; and adopt the 2015 International Fire Code as adopted by the WCESD #4 Board of Directors. RECOMMENDATION: Ordinance #20-O-26 authorizing WCESD #4 to utilize the 2015 International Fire Code within the city limits of Liberty Hill was approved on motion by Tony DeYoung and second with Gram Lankford. Motion passed on vote of 5 AYES; 0 NAYS; 0 ABSTENTIONS.

Discussion and possible action on to approve the Tobias Dry Cleaners Site Development / Stormwater Permit for 12635 State Highway 29 in the City limits of Liberty Hill. RECOMMENDATION: This item was tabled at the last Council meeting at the request of the property / business owner. Discussion was held. The site development / stormwater permit was approved as presented on motion by Liz Rundzieher and second by Steve McIntosh. Motion passed on vote of 5 AYES; 0 NAYS; 0 ABSTENTIONS.

Discussion and possible action related to COVID-19 and consideration for rescinding / amending Stay Safe – Stay-at-Home Orders issued by Mayor Rick D. Hall; providing for potential date when said Order can be safely lifted in the City of Liberty Hill. RECOMMENDATION: Discussion was held by City Council centering around rescinding the Stay Safe – Stay-at-Home orders effective May 4th OR extending the order until May 11th or the end of May. Motion was made by Kathy Canady and seconded by Liz Rundzieher to extend the stay at home date of the stay at home order past the Governor's date to May 11th. There was much discussion after the second. Tony called for the vote: 3 AYES; 2 NAYS; 0 ABSTENTIONS. Gram Lankford and Steve McIntosh voted NAY. More discussion ensued with comments from Tony DeYoung and other members of Council; Mr. DeYoung proposed a special session to discuss further the Stay Safe, Stay Home orders prior to the May 11th regular meeting. Mayor Hall stated that according to the Open Meetings Act, either two Council members are needed to propose a special meeting; or, the Mayor can call for one. Mayor Hall stated he was in agreement with Tony DeYoung and, therefore, would call for that Special Meeting to be set for May 4th at 6:30 PM.

### CITY COUNCIL - REGULAR MEETING Monday - August 10, 2020 - 1:00 AM

# **AGENDA ITEM**

#8.m.

### **ATTACHMENTS:**

Description

Resolution on past resolutoins Resolution Packet **Upload Date** 

8/5/2020 8/7/2020

### CITY OF LIBERTY HILL

### RESOLUTION NO. 20-R-\_\_\_

### A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, RELATED TO AFFIRMING THE PRIOR PASSAGE OF UNSIGNED RESOLUTIONS FROM THE CALENDAR YEAR 2020

- WHEREAS, from January 1, 2020 through August 9, 2020, the City Council (the "Council") of the City of Liberty Hill (the "City") has passed \_\_\_\_ [INSERT NUMBER OF RESOLUTIONS PASSED IN 2020] resolutions; and

  WHEREAS, pursuant to Texas Local Government Code Section 52.00 i, if the Mayor did not sign an ordinance or resolution before the fourth day after the date it is passed by Council and also did not object to the ordinance or resolution, the ordinance or resolution takes effect as provided by law; and

  WHEREAS, the Mayor did not object to any resolutions approved by Council in 2020; and

  WHEREAS, fully-executed versions of \_\_\_\_ INSERT NUMBER OF UNSIGNED RESOLUTIONS] resolutions (the "Unsigned Resolutions") from 2020 cannot be
- WHEREAS, the Unsigned Resolutions are attached in full to this resolution as separate exhibits;
- WHEREAS, the City would like to clarify the written documentation of the City by authorizing the City Secretary to take action to have the Unsigned Resolutions designated as official original documents for the City.

### NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

located by the City Secretary; and

- 1. The Unstanted Resolutions attached hereto as Exhibits A \_\_\_\_ [INSERT APPROPRIATE EXHIBIT PADICATOR] are true and correct versions of Council-approved resolutions from the year 2021
- 2. The City Secretary is hereby authorized to take all appropriate actions to certify that the attached Unsigned Resolutions are true and correct versions of Council-approved resolutions for the year 2020 and to take whatever action is required to have the Unsigned Resolutions designated as official originals for the City.
- 3. The City Secretary is authorized to take any necessary action to comply with applicable publication and notification requirements.

PASSED & APPROVED this, the 10th (nays) to (abstentions) of the City (	day of August 2020, by a vote of ( <i>ayes</i> ) to Council of Liberty Hill, Texas.
	Rick Hall, Mayor
ATTEST:	Approved as to Form:
	.01/
Nancy Sawyer, City Secretary	Tad Cleaves, City Artonney
6 Puri	

# **RESOLUTION 20-R-11**

**Current Status:** 

Executed copy.

Action needed:

Make this the official copy of public record.

# RESOLUTION: #20-R-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS TERMINATING AN AGREEMENT BETWEEN THE STATE OF TEXAS, TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF LIBERTY HILL REGARDING CONSTRUCTION AND MAINTENANCE OF A SIDEWALK BY THE CITY ON HIGHWAY RIGHT-OF-WAY.

WHEREAS, the State of Texas and Texas Department of Transportation desires to terminate the Multiple Use Agreement between the State and the City of Liberty Hill for sidewalks; and

WHEREAS, the City Council of the City of Liberty Hill agrees with the State of Texas and Texas Department of Transportation on the request to terminate the MUE, and

WHEREAS, this Resolution will terminate the previous MUE dated July 27, 2016 and the City hereby requests the State to discontinue their responsibilities for continued maintenance and operation of said sidewalks located within the State right-of-way on Loop 332 and RM 1869 - Control 151-8 - Section 1755-1 in Williamson County, Texas and being more particularly described in the Exhibits attached hereto and made a part hereof;

# NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS:

**SECTION 1.** The recitals contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

SECTION 2 It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, because the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 4.** All resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 5. Resolution #30-R shall take effect immediately after passage hereof. Signed this 10<sup>th</sup> day of February 1860.

Kich OHOW MAYOR

CITY SECRETARY CORATED 1999 INTERNATIONAL PROPERTY OF THE PROP

Form 2044 (Rev. 03/2015) Page 1 of 9



#### **MULTIPLE USE AGREEMENT**

STATE OF TEXAS

5

**COUNTY OF TRAVIS** 

8

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of Liberty Hill, hereinafter called the "City", party of the second part, is to become effective when fully executed by both parties.

## WITNESSETH

WHEREAS, on the 27<sup>th</sup> day of \_\_\_\_\_\_\_\_, 2015, the governing body for the City, entered into Resolution/Ordinance No. \_\_\_\_\_\_\_\_, hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

WHEREAS, the City has requested the State to permit the construction, maintenance and operation of a public sidewalk on the highway right of way of Loop 332 and RM 1869. The sidewalk will begin at the north driveway of Liberty Hill Elementary School on Loop 332, proceed south along the east side of Loop 332 then go east along RM 1869 on the north side of the road for a total distance of approximately one half mile. (Loop 332 control-section: 151-8, RM 1869 control-section: 1755-1) This location is shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the state for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the state.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

#### 1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks curb ramps, and other pedestrian elements to be constructed, either on or off site, by the City shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City.

### 2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

# 3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1<sup>1</sup>/<sub>2</sub> ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

# 4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

#### 5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City has failed to comply with these responsibilities, it will perform the necessary work and charge City the actual cost of the work.

#### 6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

- A. Retention Period. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.
- B. Audit Report. If fees are collected by the City for the use of the facility under this agreement, the City will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.
- C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

## 7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon written notice, and upon the exercise of any such right by either party, all obligations

Form 2044 (Rev. 03/2015) Page 4 of 9

herein to make improvements to said facility shall immediately cease and terminate and the City shall be responsible for the facility's timely removal at no cost to the State. If the State determines that the City has failed to timely remove the facility, it will perform the necessary work and charge the City the actual cost of the work.

#### 8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

# 9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

#### 10. RESTORATION OF AREA

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

#### 11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

## 12. INDEMNIFICATION

THE CITY AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2015, THE CITY SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS

Form 2044 (Rev. 03/2015) Page 5 of 9

OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH ALL INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED. SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

#### 13. INSURANCE

The City, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. The City shall include TxDOT as an additional insured by endorsement in the City's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

### 14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State

Form 2044 (Rev. 03/2015)

does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

#### 15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

#### 16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

# 17. CIVIL RIGHTS ASSURANCES

The City, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

#### 18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

#### 19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any

Form 2044 (Rev. 03/2015) Page 7 of 9

provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

#### 20. AUDIT

The State may conduct an audit or Investigation of any aspect of this agreement. The City must provide the State with access to any information the State considers relevant to the Investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City if that service is authorized by this agreement.

## 21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### 22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)

CITY (Mailing Address)

Texas Department of Transportation Maintenance Division 125 East 11<sup>th</sup> Street Austin, Texas 78701-2483

City of Liberty Hill P.O. Box 1920 1120 Loop 332 Liberty Hill, Texas 78642

## 23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

#### 24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Form 2044 (Rev 03/2015) Page 6 of 9

Exhibit A - General Layout Exhibit B - Metes and Bounds Description Exhibit C - Approved Construction Plans Exhibit D - Certificate of Insurance (TxDOT Form 1560) Exhibit E - Attachment A (FHWA Additional Requirements) IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City on the 27th day of July , 2015, and the State on the 11 th day of 300t CITY OF LIBERTY HILL STATE OF TEXAS Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission. 512-778-5449 Telephone RECOMMENDED APPROVAL: District Engineer Greg A. Malatek, P.E.

Form 2044 (Rev. 03/2015) Page 9 of 9

## ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

- 1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
- 2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
- 3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
- 4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

**EXHIBIT E** 

SUPPORTING RESOLUTION or ORDINANCE

# RESOLUTION NO. 15-R-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE OF TEXAS, TEXAS DEPARTMENT OF TRANSPORATION FOR CONSTRUCTION AND MAINTENANCE OF A SIDEWALK BY THE CITY ON HIGHWAY RIGHT-OF-WAY

- WHEREAS, the development and establishment of public infrastructure for public access and mobility is of primary importance to the City of Liberty Hill ("City"); and
- WHEREAS, the City Council of the City desires to construct a public sidewalk on the highway right-of-way of Loop 332 and RM 1869; and
- WHEREAS, the City Council seeks an agreement with the State of Texas. Texas Department of Transportation ("State"), authorizing the establishment of a sidewalk in highway right-of-way; and
- WHEREAS, pursuant to Chapter 51 of the Texas Local Government Code, the City has general authority to adopt a resolution that is for the good government, peace or order of the City; and
- WHEREAS, the City Council finds it to be in the public interest and to benefit the public welfare to enter into the Multiple Use Agreement, attached hereto as "Attachment A", with the State for the construction, maintenance and operation of a public sidewalk by the City on highway right-of-way.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL THAT:

- Section 1. The foregoing recitals are adopted as facts and incorporated fully herein.
- The City Council authorizes and directs the Mayor to enter into and execute on Section 2. behalf of the City the Multiple Use Agreement with the State of Texas, Texas Department of Transportation.

PASSED AND APPROVED this, the 27th day of July 2015, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Liberty Hill, Texas.

CITY OF LIBERTY HILL, TEXAS

Barbara Zwernemann, City Secretary

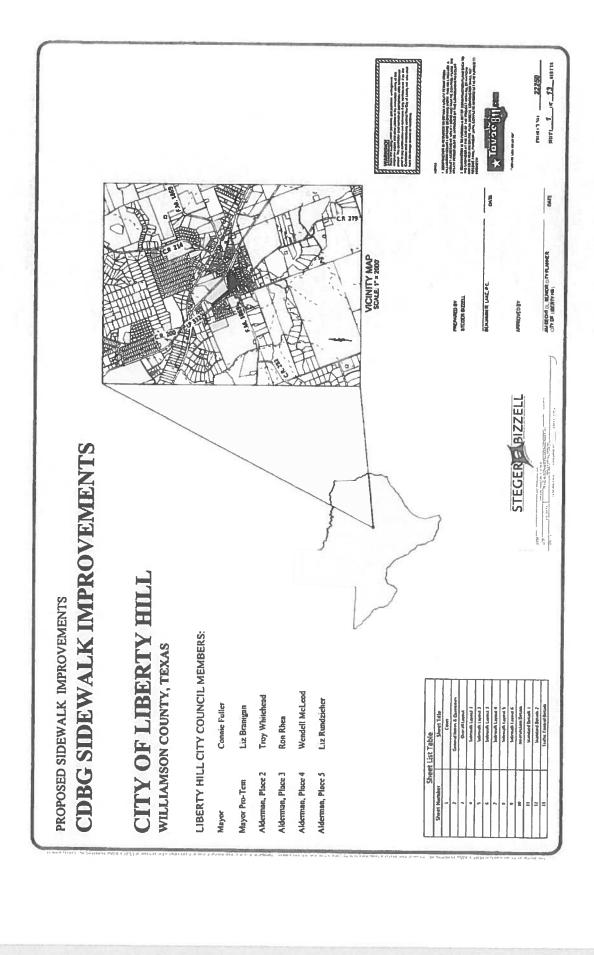
# **EXHIBIT A**

**General Layout and Location** 



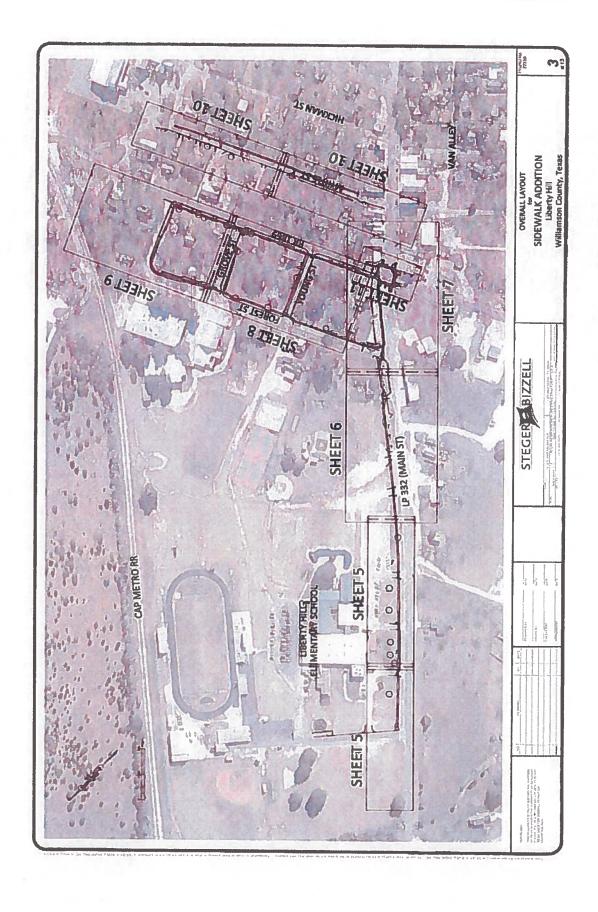
# **EXHIBIT B**

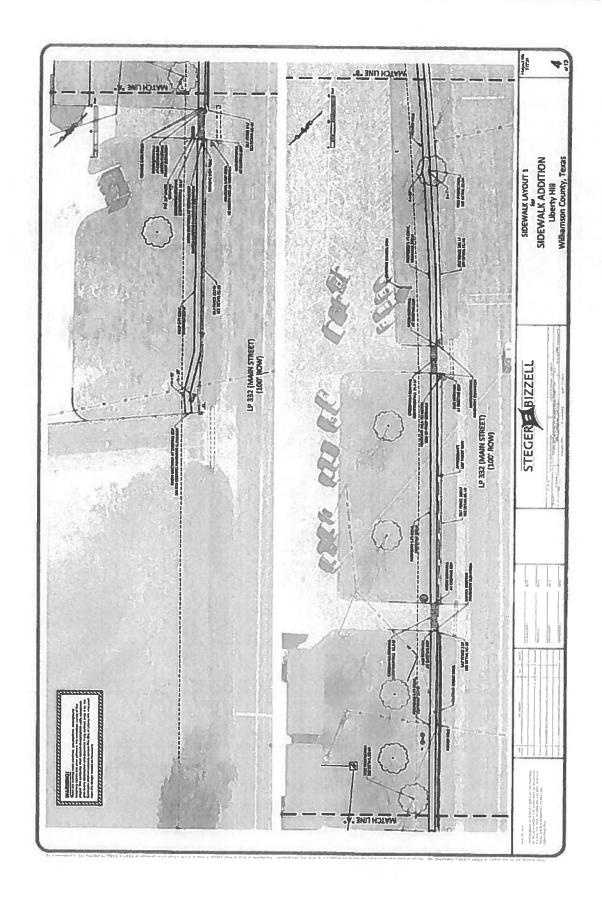
Proposed Construction Plans (Metes and Bounds Description)

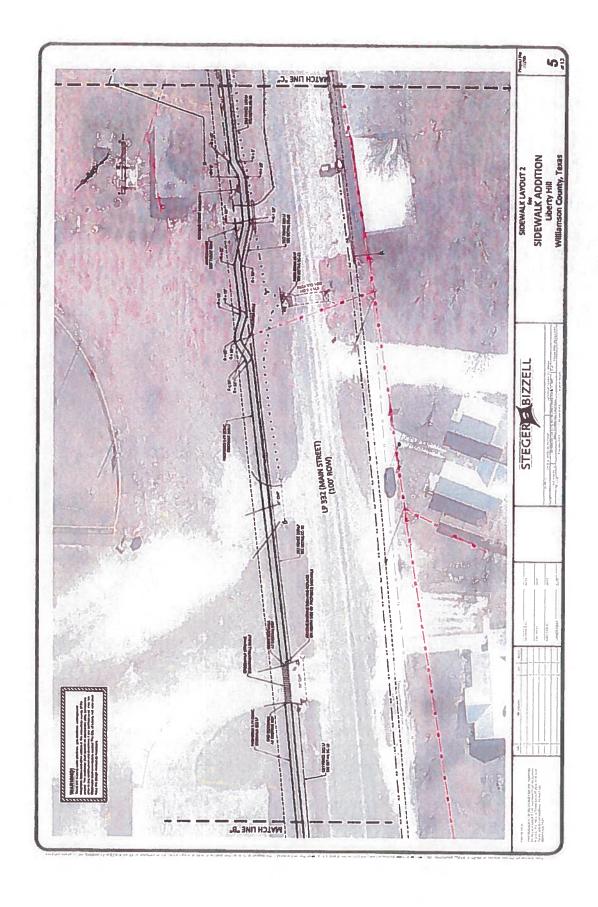


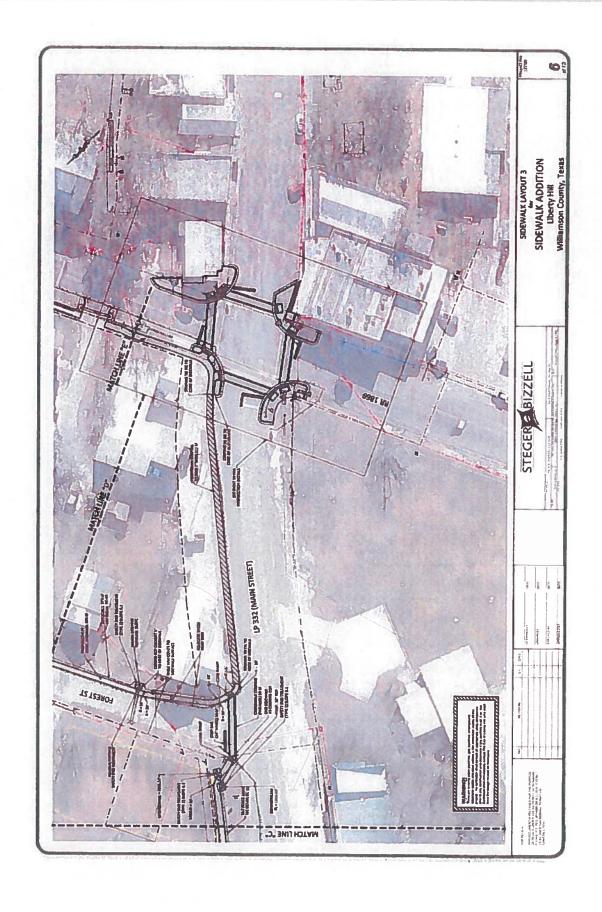
AND THE CONTRACTOR OF THE PARTY The below of weight shall be desired on done maked to be 1924, our request to the tentor of the shall be the state of the shall be the state of the shall be The second state of the second state of the second infinite anticos (state to minute de taple de patricipo el princip (d tos can carro e fini tim elemento de planta-rillo parte, adestromados elemento elemento el timo estante el carroyam territorio (per 161 de la producto de patricipo aparece). à destinant manger de generaliste de state engantamen si enterna de la familia de la manual de la familia de l Telebra de section de la companion de la compa And the state of t The sales of any operated demands first garden each to operate the sales of the sal colours managered from the beforested to property to search the best format of the best f GENERAL NOTES & QUANTIMES SIDEWALK ADDITION
Liberty Hill
Williamson County, Texas STEGER = BIZZELL where the control of to the officers and the state of the control of the f organs state to the solution groups to particular and that have to company of the 1-1-10 and must be admitted as the som of 20 popular per page after a page after at filtered and agent state decay the sines o management ter factories to take the second post of the second The galantes can place to appropriate securities to a manual manual and the cases the superior has not the securities of the securities of the securities that the securities are securities and the securities are securities are securities are securities and the securities are securities are securities are securities are securities and the securities are s from thank 3 to become a si compay that he will back Bertains jet s quit of 3 quients o became tool one a parts of 50% and 10% promises. the true contents and each and many remains the product of the property favorage for the contents of the conte The Electure is suggest to requel of stocked, and below as easily reduced and plan applica-sored to their Markey and suggests plants. The passible requisition for distributions of and the so such instruction was not recursing suggest to survivate death. The applications was in retired arter the total results as the outless. hay appoint an encountry of managing to bandering of quickeys or hander how from the State much to expended by the Cals Cappaign. Mary ages and width then seems a seem of 188 property In the contraction of the contra The services of emphases the Parpareters & construction of a their makes published procedure from Specimen and the Construction of the Parket procedure of the Construction of the Constr to control to the con | Comparing the Comparing Continue of the continue of th

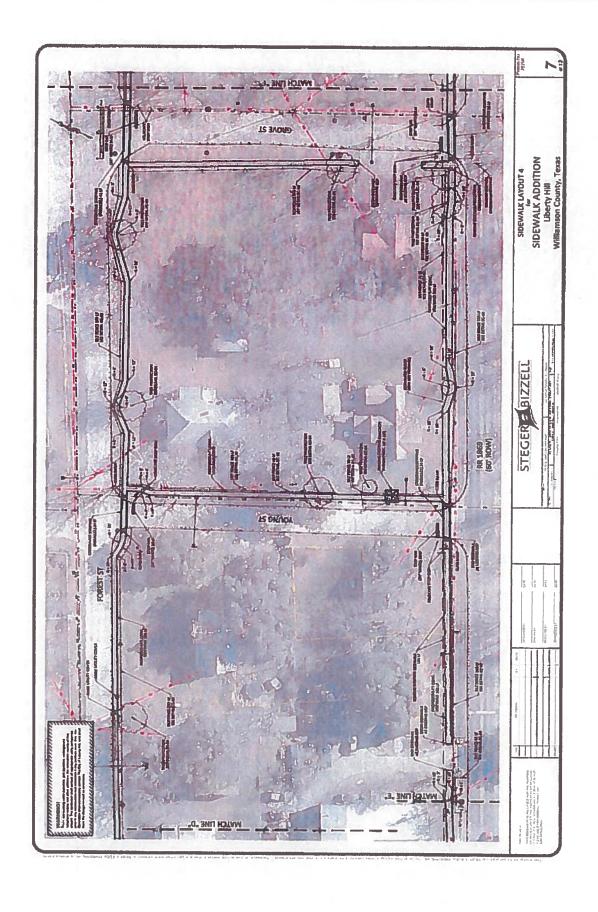
N

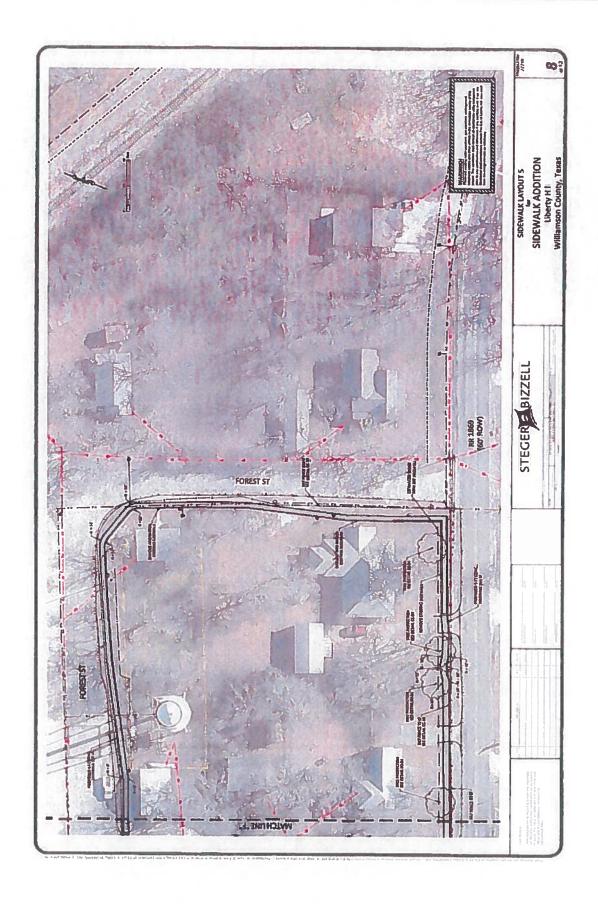


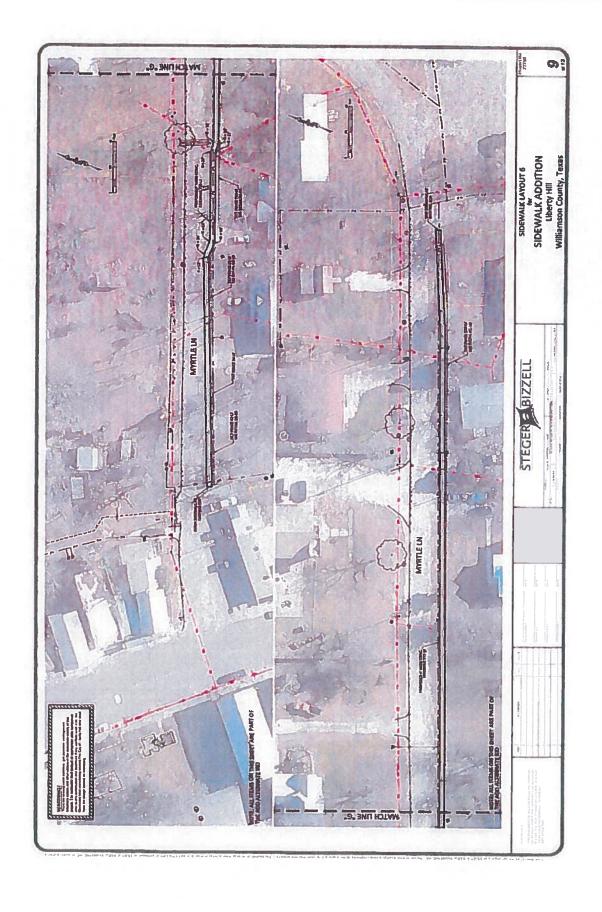


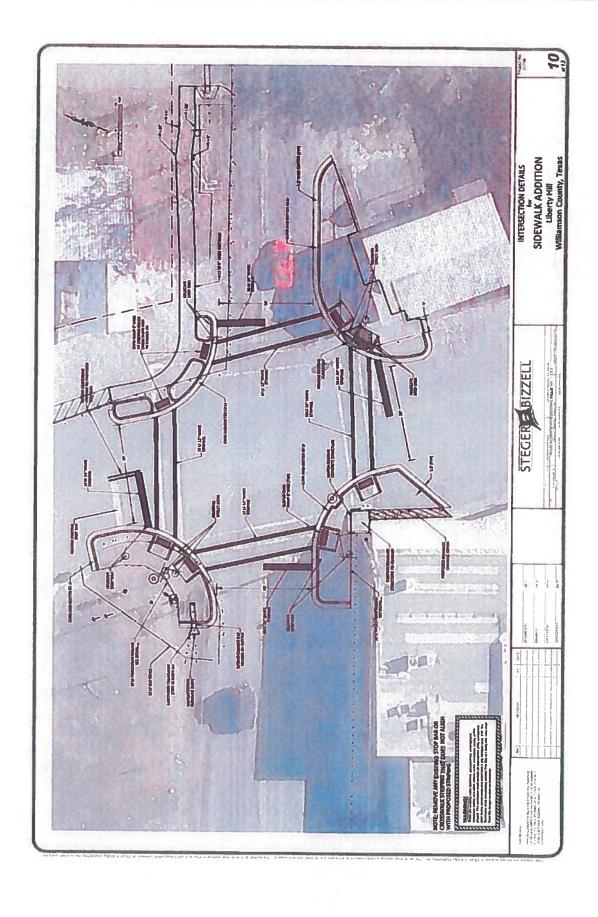


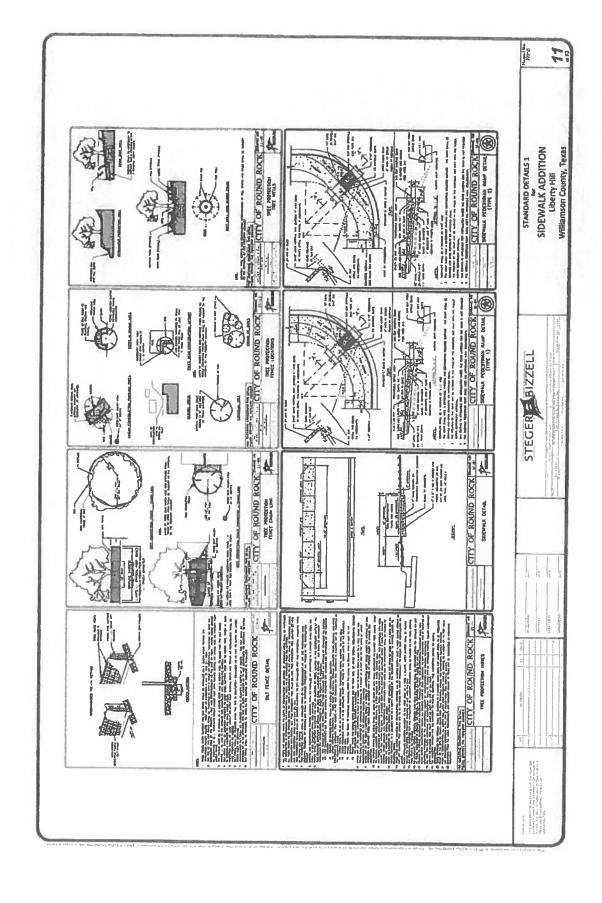


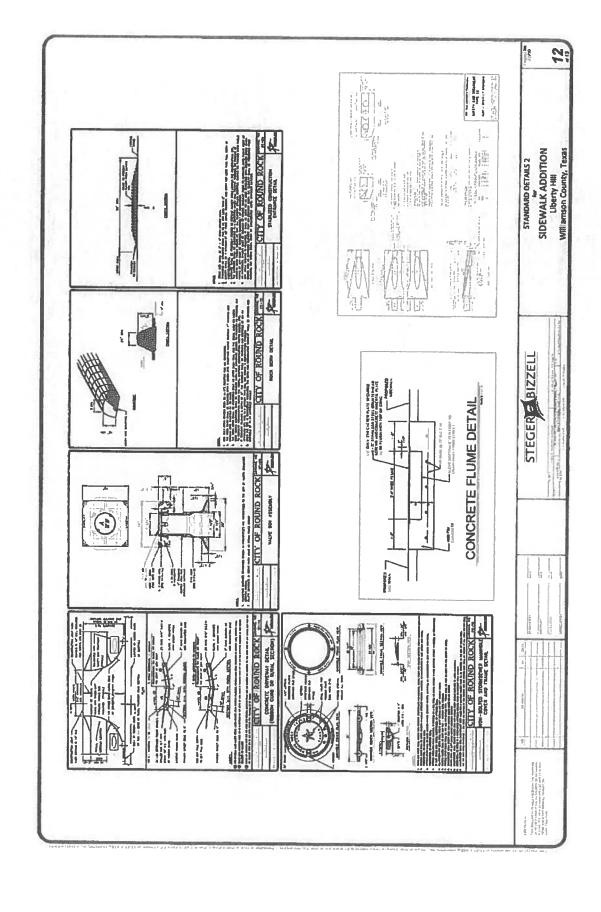


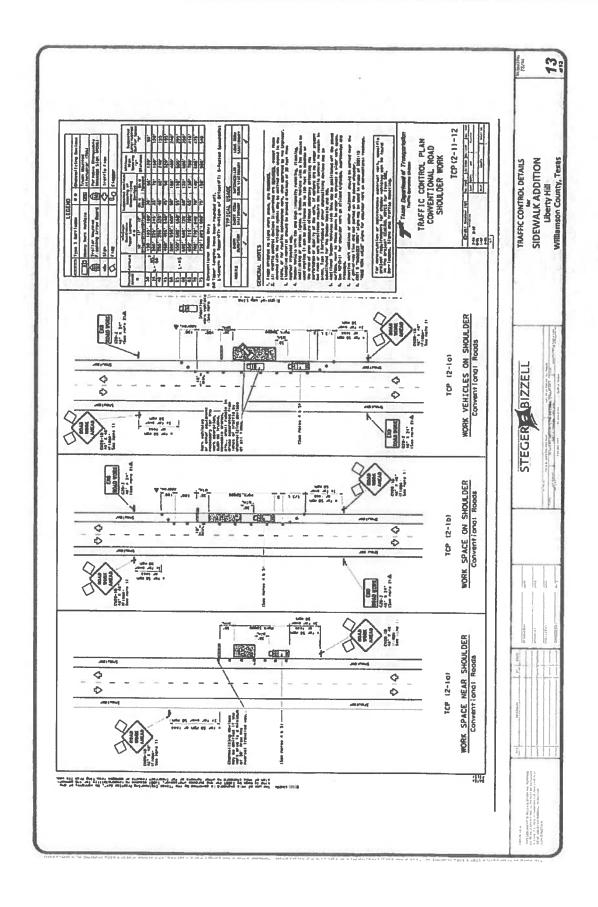












# **EXHIBIT C**

**Approved Construction Plans** 

To be made part of document prior to beginning of construction

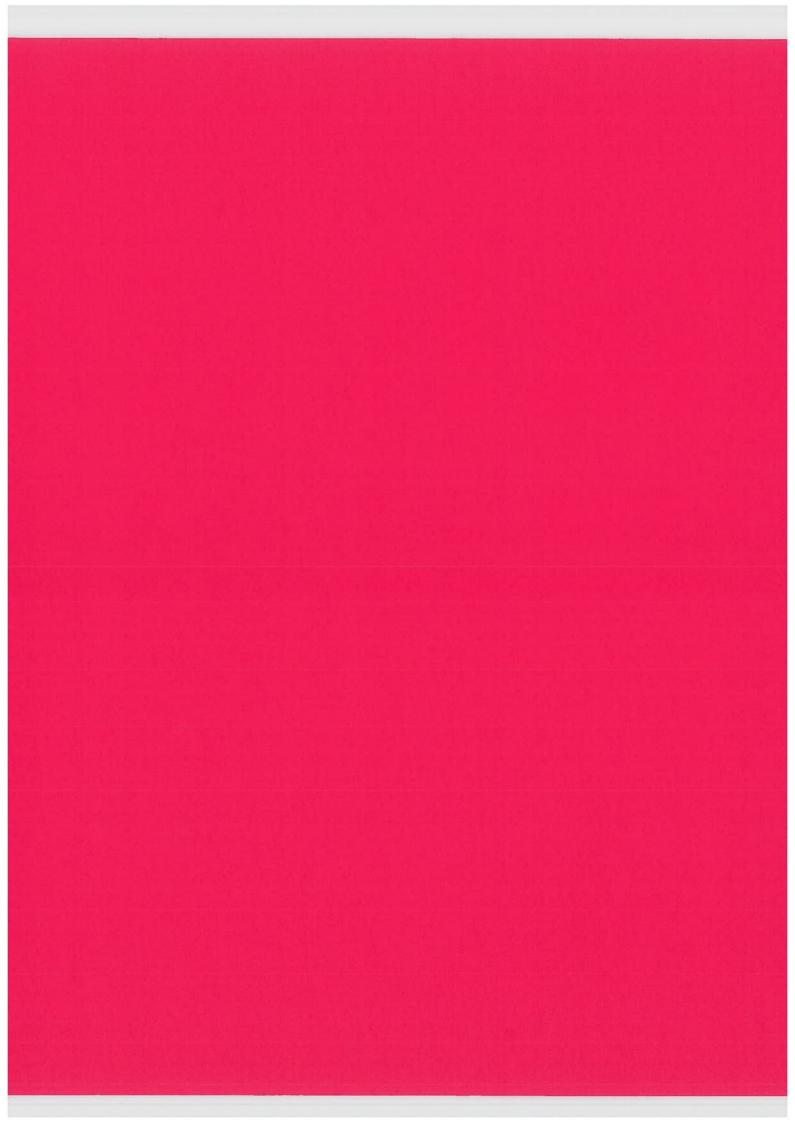
# **EXHIBIT D**

Certificate of Insurance (TxDOT Form 1560)

To be made part of document prior to beginning of construction

# **EXHIBIT E**Attachment A (FHWA Additional Requirements)

To be made part of document if applicable



# **RESOLUTION 20-R-22**

**Current Status:** 

Executed copy.

Action needed:

Make this the official copy of public record.

# CITY OF LIBERTY HILL RESOLUTION NO. 20-R-みる

# A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO OR CONTINUE NEGOTIATIONS WITH THE CITY OF GEORGETOWN RELATED TO THE TRANSFER OF CITY OF GEORGETOWN WATER CUSTOMERS TO THE CITY OF LIBERTY HILL

WHEREAS, the City of Georgetown is the current utility provider for the water services in the designated area shown on the map attached hereto as Exhibit "A;" and

WHEREAS, the City of Liberty Hill ("City") desires to serve the customers in the designated area in Exhibit "A;" and

WHEREAS, the City of Liberty Hill finds this transfer beneficial for the purpose of improving water services to these residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LIBERTY HILL CITY **COUNCIL:** 

The City Council of Liberty Hill hereby authorizes the Mayor, or his Designee, to enter into or continue negotiations with the City of Georgetown related to the transfer of said water utility service area and/or customers from the City of Georgetown to the City of Liberty Hill.

this, the 23rd day
the City Council of Liberty

LIBER

ATTES P. TORPORATED 1989 PASSED & APPROVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL on this, the 23rd day of March 2020, by a vote of <u>5</u> (ayes) to <u>0</u> (nays) to <u>0</u> (abstentions) of the City Council of Liberty Hill, Texas.

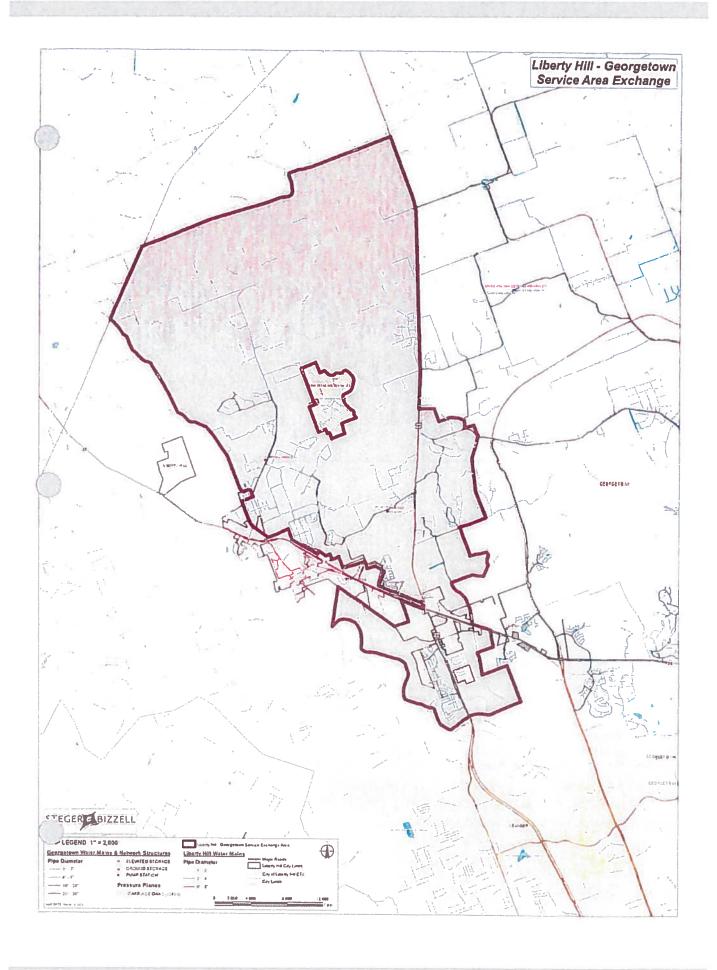
Rick D. Hall

Stall

Mayor

zwernemam Barbara Zwernemann

City Secretary





City of Liberty Hill

926 Loop 332 - P.O. Box 1920 Liberty Hill, Texas 78642 Mayor Rick Half Phone (512) 778-5449 Fax (512) 778-5418

May 12, 2020

City of Georgetown Attn: Mayor Dale Ross and City Council 808 Martin Luther King, Jr. Street Georgetown, Tx 78626

Dear Mayor Ross and City Council,

a Stall

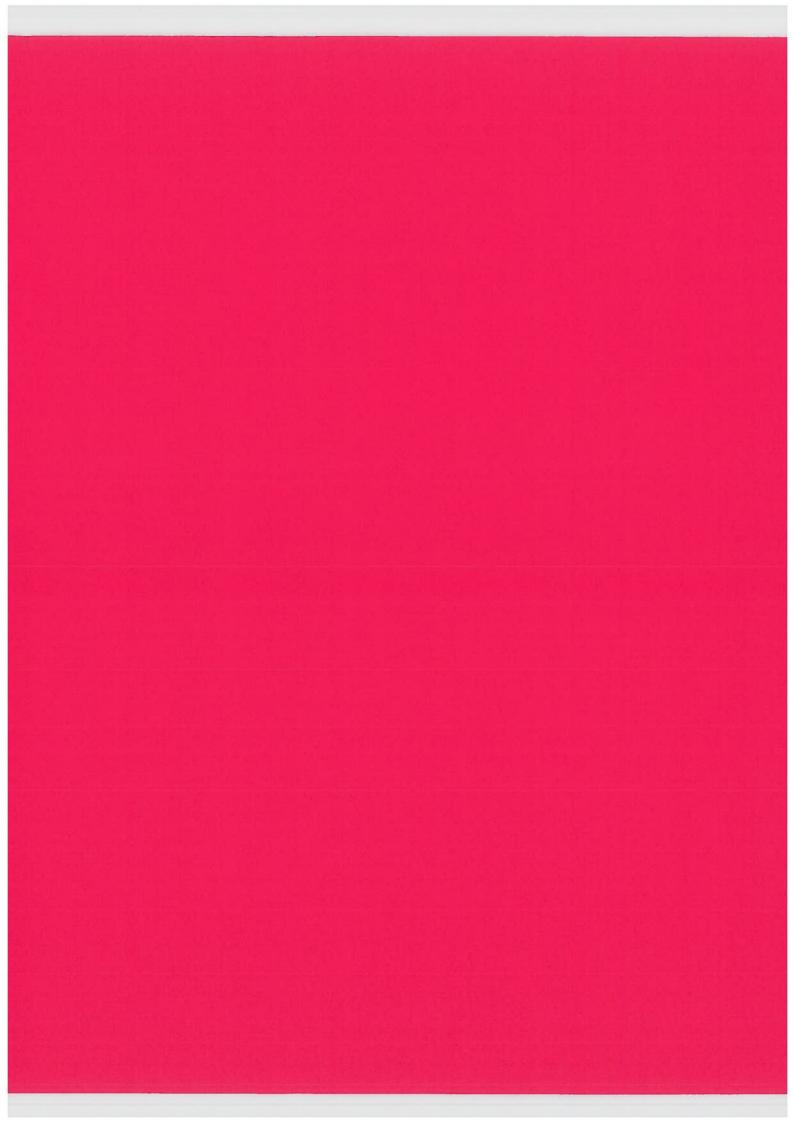
Recently the City Council for the City of Liberty Hill approved a Resolution to being negotiations with the City of Georgetown to transfer water customers. The City is making a formal request to be added to an upcoming City Council agenda for the City of Georgetown to consider our desire to service residents in the area designated on the enclosed map.

We look forward to further negotiating this process and hearing what is determined by the City Council.

Sincerely

Rick Hall Mayor

City of Liberty Hill



### **RESOLUTION 20-R-25**

Current Status: Executed copy.

Action needed: Make this the official copy of public record.

#### CITY OF LIBERTY HILL, TEXAS

#### **RESOLUTION #20-R-25**

A RESOLUTION AUTHORIZING EXTRAORDINARY OPTIONAL REDEMPTION OF A PORTION OF THE CITY OF LIBERTY HILL, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (LIBERTY PARKE PUBLIC IMPROVEMENT DISTRICT MASTER IMPROVEMENT AREA PROJECT) AND THE CITY OF LIBERTY HILL, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (LIBERTY PARKE PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)

WHEREAS, the City of Liberty Hill, Texas (the "City") has duly issued and there is now outstanding the following obligations:

City of Liberty Hill, Texas Special Assessment Revenue Bonds, Series 2017 (Liberty Parke Public Improvement District Master Improvement Area Project) dated May 1, 2017, in the aggregate principal amount of \$2,825,000 (the "MIA Bonds");

City of Liberty Hill, Texas Special Assessment Revenue Bonds, Series 2017 (Liberty Parke Public Improvement District Neighborhood Improvement Area #1 Project) dated May 1, 2017, in the aggregate principal amount of \$1,150,000 (the "NIA #1 Bonds"); and

WHEREAS, pursuant to Section 4.4 of the Amended and Restated Indenture of Trust for the MIA Bonds (the "MIA Indenture") dated as of June 1, 2019 between the City and BOKF, NA, as trustee (the "Trustee"), the City Council (the "City Council") of the City deems it to be in the best interest of the City to use amounts on deposit in the Redemption Fund as a result of Prepayments (as each of those terms is defined in the MIA Indenture) to redeem a portion of the September 1, 2046 maturity in the principal amount of \$5,000 on the first of the month following the provision of notice as required by Section 4.6 of the MIA Indenture (the "MIA Redeemed Bonds") as set forth in Exhibit "A"; and

WHEREAS, pursuant to Section 4.4 of the Indenture of Trust for the NIA #1 Bonds (the "NIA #1 Indenture") dated as of May 1, 2017 between the City and BOKF, NA, as trustee (the "Trustee"), the City Council (the "City Council") of the City deems it to be in the best interest of the City to use amounts on deposit in the Redemption Fund as a result of Prepayments (as each of those terms is defined in the NIA #1 Indenture) to redeem a portion of the September 1, 2046 maturity in the principal amount of \$5,000 on the first of the month following the provision of notice as required by Section 4.6 of the NIA #1 Indenture (the "NIA #1 Redeemed Bonds") as set forth in Exhibit "B"; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. This Resolution shall be in full force and effect immediately upon its passage and approval.

[Execution page follows.]

## NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS AS FOLLOWS:

SECTION 1. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

SECTION 2. The City hereby calls for redemption, pursuant to Section 4.4 of the MIA Indenture, the MIA Redeemed Bonds on the first of the month following the provision of notice as required by Section 4.6 of the MIA Indenture. Attached to this Resolution as Exhibit "A" and made a part hereof for all purposes, is a copy of the notice of redemption for the MIA Redeemed Bonds in substantially final form. The Finance Director, the PID Administrator, the City's Financial Advisor, the City's Bond Counsel and/or the Trustee for the MIA Redeemed Bonds are hereby authorized to take all actions necessary to effectuate the redemption of such obligations, including finalizing the notice of redemption and sending all notices of such redemption required by the MIA Indenture.

SECTION 3. The City hereby calls for redemption, pursuant to Section 4.4 of the NIA #1 Indenture, the NIA #1 Redeemed Bonds on the first of the month following the provision of notice as required by Section 4.6 of the NIA #1 Indenture. Attached to this Resolution as Exhibit "B" and made a part hereof for all purposes, is a copy of the notice of redemption for the NIA #1 Redeemed Bonds in substantially final form. The Finance Director, the PID Administrator, the City's Financial Advisor, the City's Bond Counsel and/or the Trustee for the NIA #1 Redeemed Bonds are hereby authorized to take all actions necessary to effectuate the redemption of such obligations, including finalizing the notice of redemption and sending all notices of such redemption required by the NIA #1 Indenture.

SECTION 4. The Trustee is hereby authorized to transfer the Prepayments from the Redemption Fund (as each of those terms is defined in the MIA Indenture) as necessary to redeem the MIA Redeemed Bonds.

SECTION 5. The Trustee is hereby authorized to transfer the Prepayments from the Redemption Fund (as each of those terms is defined in the NIA #1 Indenture) as necessary to redeem the NIA #1 Redeemed Bonds.

SECTION 6. The Mayor or Mayor Pro-Tem of the City Council and the Finance Director shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including giving any notices as may be required by the City's continuing disclosure obligations, if any, with respect to the MIA Redeemed Bonds and the NIA #1 Redeemed Bonds and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the MIA Indenture or the NIA #1 Indenture.

SECTION 7. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application

thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. This Resolution shall be in full force and effect immediately upon its passage and approval.

[Execution page follows.]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS ON THE  $27^{\rm th}$  DAY OF APRIL, 2020.

RICK HALL, Mayor

BARBARA ZWERNEMANN, City Secretary



#### **EXHIBIT B**

#### FORM OF NOTICE OF EXTRAORDINARY OPTIONAL REDEMPTION

Notice is hereby given that the City of Liberty Hill, Texas, acting through its City Council (the "City Council"), pursuant to Section 4.4 of the Indenture of Trust (the "Indenture") of the below captioned bonds (the "Bonds"), has called for redemption the portion of the Bonds described below (the "Redeemed Bonds") at a price of par plus accrued interest to such Redemption Date (defined below), to-wit:

"City of Liberty Hill, Texas Special Assessment Revenue Bonds, Series 2017 (Liberty Parke Public Improvement District Neighborhood Improvement Area #1 Project)," dated May 1, 2017, a portion of the Bonds maturing on September 1, 2046 as shown below:

	Principal Amount	Amount Being		
Maturity Date	Outstanding	Redeemed	Interest Rate	CUSIP No.
9/1/2046	\$1,125,000	\$5,000	5.375%	530575AA7

The date fixed for redemption of the Redeemed Bonds is June 1, 2020 (the "Redemption Date"). You are hereby notified that the Redeemed Bonds should be presented for redemption on or before the Redemption Date and that interest on the Redeemed Bonds shall cease to accrue from the Redemption Date.

Notice is further given that the Redeemed Bonds will be payable at and should be submitted either in person or by certified or registered mail to BOKF, NA at the following address:

BOKF, NA 5956 Sherry Lane, Suite 1201 Dallas, Texas 75225 Attn: Kathy McQuiston

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WITNESS MY OFFICIAL SIGNATURE this \_\_\_\_\_\_\_, 2020.

CITY OF LIBERTY HILL, TEXAS

By:/ Mayor

#### NOTICE OF EXTRAORDINARY OPTIONAL REDEMPTION

Notice is hereby given that the City of Liberty Hill, Texas, acting through its City Council (the "City Council"), pursuant to Section 4.4 of the Amended and Restated Indenture of Trust (the "Indenture") of the below captioned bonds (the "Bonds"), has called for redemption the portion of the Bonds described below (the "Redeemed Bonds") at a price of par plus accrued interest to such Redemption Date (defined below), to-wit:

"City of Liberty Hill, Texas Special Assessment Revenue Bonds, Series 2017 (Liberty Parke Public Improvement District Master Improvement Area Project)," dated May 1, 2017, a portion of the Bonds maturing on September 1, 2046 as shown below:

	Principal Amount	Amount Being		
Maturity Date	Outstanding	Redeemed	Interest Rate	CUSIP No.
9/1/2046	\$2,770,000	\$5,000	6.000%	530575AC3

The date fixed for redemption of the Redeemed Bonds is June 1, 2020 (the "Redemption Date"). You are hereby notified that the Redeemed Bonds should be presented for redemption on or before the Redemption Date and that interest on the Redeemed Bonds shall cease to accrue from the Redemption Date.

Notice is further given that the Redeemed Bonds will be payable at and should be submitted either in person or by certified or registered mail to BOKF, NA at the following address:

BOKF, NA 5956 Sherry Lane, Suite 1201 Dallas, Texas 75225 Attn: Kathy McQuiston

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WITNESS MY OFFICIAL SIGNATURE this April 27, 2020.

CITY OF LIBERTY HILL, TEXAS

Mayor

#### **CERTIFICATE OF CITY SECRETARY**

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF LIBERTY HILL §

#### THE UNDERSIGNED HEREBY CERTIFIES that:

The City Council of said City (the "City Council") convened in a REGULAR MEETING ON April 27, 2020, at the City Council Chamber, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Rick Hall	Mayor
Liz Rundzieher	Mayor Pro-Tem, Councilmember, Place
Steve McIntosh	Councilmember, Place 1
Kathy Canady	Councilmember, Place 2
Gram Lankford	Councilmember, Place 3
Anthony DeYoung	Councilmember, Place 4
Barbara Zwernemann	City Secretary

5

and all of such persons were present at the Meeting, thus constituting a quorum. Among other business considered at the Meeting, the attached Resolution (the "Resolution") entitled:

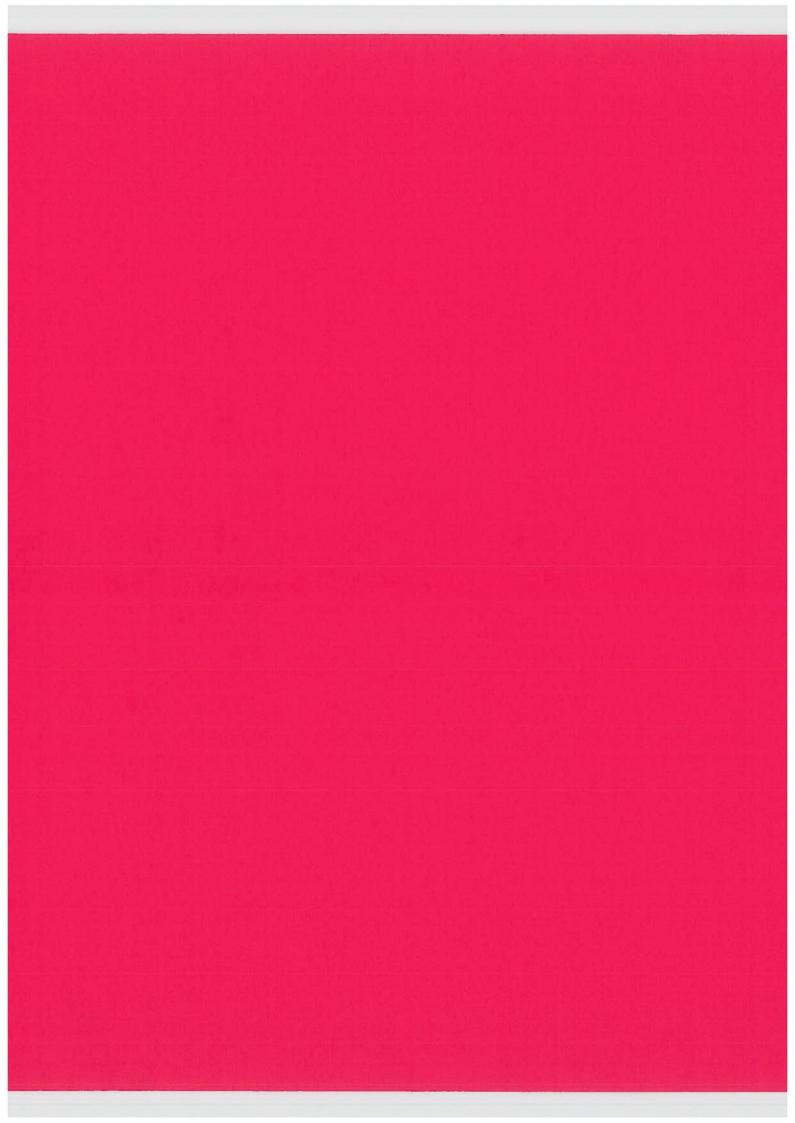
A RESOLUTION AUTHORIZING EXTRAORDINARY OPTIONAL REDEMPTION OF A PORTION OF THE CITY OF LIBERTY HILL, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (LIBERTY PARKE PUBLIC IMPROVEMENT DISTRICT MASTER IMPROVEMENT AREA PROJECT) AND THE CITY OF LIBERTY HILL, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (LIBERTY PARKE PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT)

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion carrying with it the passage of said Resolution, prevailed and carried by the following vote:

4 voted "For" 0 voted "Against" 1 "Abstained"

all as shown in the official Minutes of the City Council for the Meeting.

That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that



### **RESOLUTION 20-R-27**

Current Status: No signatures.

Action needed: Approve Mayor and current City Secretary to sign and

seal.

### RESOLUTION NO. R-27

A RESOLUTION OF THE LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION APPROVING THE DISTRIBUTION OF FUNDS TO LIBERTY HILL BUSINESSES TO ASSIST WITH THE RETENTION AND TRAINING OF EMPLOYEES DURING THE COVID-19 PANDEMIC AND NATIONAL DISASTER, IN AN AMOUNT NOT TO EXCEED \$5,000.00 PER PROJECT AND PER BUSINESS.

WHEREAS, the Liberty Hill Economic Development Corporation ("LHEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act (the "Act"); and

WHEREAS, the COVID-19 National Disaster has caused businesses in Liberty Hill, Texas, to temporarily close and/or experience reductions in sales, workforce, capital development and/or business enterprise retractions for all size businesses located within the City of Liberty Hill; and

WHEREAS, businesses in the City of Liberty Hill experienced a retraction brought on by the COVID-19 pandemic; and

WHEREAS, businesses desire to expand to the size, enterprise and/or revenue levels experienced by those businesses prior to the retraction brought on by the National Disaster declaration and COVID-19 pandemic crisis; and

WHEREAS, the LHEDC desires to offer a "Relief Grant" as an incentive to City of Liberty Hill businesses to enable them to expand to the size, enterprise and/or revenue levels experienced by those businesses prior to the National Disaster declaration and COVID-19 pandemic crisis, which promotes or develops new or expanded business enterprise that create or retain primary jobs in substantial conformity with the Act; and

WHEREAS, providing Liberty Hill businesses with these funds will contribute to the City of Liberty Hill by helping businesses expand to the size, enterprise and/or revenue levels experienced by those businesses prior to the National Disaster declaration creating a direct overall improvement/stimulus in the local economy; and

WHEREAS, the Board considers each business applying for a Relief Grant a separate Project under the Act and is requiring each Project enter into a Performance Agreement (Exhibit "A") in accordance with Section 501.158 of the Texas Local Government Code; and

WHEREAS, the Board considers each factor and metric used to evaluate the amounts to be awarded to each Project in Exhibit "B" and believes these awards are being fairly and objectively decided and distributed; and

WHEREAS, the Board is not awarding more than \$5,000.00 per Project; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Board hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

**SECTION 2.** The Board approves an expenditure to fund COVID-19 Relief Grants in an amount not to exceed \$5,000.00 per Project and business up to a total maximum amount of \$100,000.00.

**SECTION 3.** The Board approves of the Performance Agreement attached to this Resolution as Exhibit "A" and authorizes LHEDC's President to execute this Exhibit "A" with each business that qualifies as a Project under Exhibit "B".

**SECTION 4.** The Board authorizes LHEDC's President to take all necessary actions and to execute all necessary documents to ensure the Relief Grants awarded in Exhibit "B" are distributed in accordance with this Resolution.

**SECTION 5.** This Resolution is effective upon passage.

ATTEST:

PASSED AND APPROVED on the \_\_\_ day of April 2020 by the Board of Directors of the Liberty Hill Economic Development Corporation.

### LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION

hn Johnson, Preside
,

#### Exhibit "A"

#### ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Liberty Hill Economic Development Corporation, located in Liberty Hill County, Texas (hereinafter called "Corporation"), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and

(hereinafter called "Business"), otherwise known as the "Parties" to this Agreement.

#### RECITALS

WHEREAS, the Development Corporation Act, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide, at a minimum, for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement, and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, the COVID-19 National Disaster has caused Business in Liberty Hill, Texas, to temporarily close and/or experience reductions in sales, workforce, capital development and/or development; and

WHEREAS, Business desires to retain its number of employees and payroll, as well as its capital investment, to the numbers and amounts prior to the National Disaster declaration and COVID-19 pandemic crisis; and

WHEREAS, providing Business with the funds under this Agreement will contribute to the City of Liberty Hill by helping retain jobs and increase employment back to the numbers prior to the COVID-19 National Disaster, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Liberty Hill, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the Corporation desires to offer an incentive to Business to enable Business to retain and increase its employees and payroll to the numbers prior to the COVID-19 National Disaster declaration and to train its employees on how to conduct business during such a National Disaster and pandemic pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

#### ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

### ARTICLE II AUTHORITY AND TERM

- 1. <u>Authority.</u> The Corporation's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the Corporation. The Corporation acknowledges that Business is acting in reliance upon the Corporation's performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the "Project" in the above recitals.
- 2. <u>Term.</u> This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.
- 3. <u>Purpose</u>. The purpose of this Agreement is to formalize the agreements between the Business and the Corporation for the granting of property and funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Business's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the Corporation and the Business as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Business

may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the Corporation unless an alternative penalty or remedy is provided for herein.

4. <u>Administration of Agreement.</u> Upon the Effective Date, the Corporation delegates the administration and oversight of this Agreement to the Executive Director of the Corporation, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the Corporation.

#### ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Anniversary/Year" - Performance and incentive calculations based upon years and anniversaries as used in this Agreement shall be calculated with the year and date zero beginning on the date the last party signs this agreement and first anniversary is twelve (12) months from that date, and so on with each year and anniversary from that date forward.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Default", unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

"Effective Date" shall be the date of the last signing by a party to the agreement.

"Expiration Date" shall mean the earlier of:

- 1. The first anniversary of the Effective Date; or
- 2. The date of termination, provided for under Article VI of this Agreement.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Job Creation Incentive" means that money provided to the Business as an incentive for the creation and retention of workers and labor force in Liberty Hill, Texas.

"Project" shall mean the Business's promise and agreement herein to use the COVID-19 relief funds awarded by the Corporation to contribute to the City of Liberty Hill by helping retain jobs

and increase employment back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

### ARTICLE IV CORPORATION OBLIGATION

#### 1. COVID-19 Relief Award.

Corporation shall pay a one-time payment of \$\_\_\_\_\_\_ ("Incentive") to Business as its COVID-19 relief funds in accordance with the Project, which shall be made available via direct deposit or mailed by check by the City of Liberty Hill.

#### 2. Job Creation Incentive.

This Incentive is being awarded to Business for it to expand to the size, enterprise and/or revenue levels experienced by the Business prior to the National Disaster declaration and COVID-19 pandemic crisis that caused economic and business retraction. This Incentive is being provided to promote or develop new or expanded business enterprise that create or retain primary jobs in substantial conformity with the Act. Business is obligated to retain jobs or increase its employment or payroll back or business enterprise back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

Business further agrees to provide Corporation with the following information on or before the Expiration Date:

- (a) 2020 ad valorem tax receipt showing Business's personal property taxes paid for 2020 (should be available February 2021 at latest);
- (b) February 2021 Texas Comptroller of Public Accounts sales tax receipt; and,
- (c) Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2021 (or comparable TWC statement or receipt showing payroll numbers for January 2021).
- 3. <u>Confidentiality.</u> The Corporation agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, Corporation will not disclose the information unless required to do so by the Attorney General of Texas.
- 4. <u>Current Revenue</u>. The funds distributed hereunder shall be paid solely from lawfully available funds of the Corporation. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V
COVENANTS AND DUTIES

- 1. Business's Covenants and Duties. Business makes the following covenants and warranties to the Corporation, and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Business.
  - (a) Business is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
  - (b) The execution of this Agreement has been duly authorized by Business's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Business's by-laws, or of any agreement or instrument to which Business is a party to or by which it may be bound.
  - (c) Business is not a party to any Bankruptcy proceedings currently pending or contemplated, and Business has not been informed of any potential involuntary Bankruptcy proceedings.
  - (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Business has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Liberty Hill and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
  - (e) Business shall timely and fully comply with all the terms and conditions of this Agreement.
  - (f) Business shall cooperate with the Corporation in providing all necessary information to assist them in complying with this Agreement.
  - (g) During the term of this Agreement, Business agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Business shall be in Default (subject to the obligations in Article IV and the remedies in Article VII). Business is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Business or by a person with whom Business contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Business enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.
  - (h) Business shall not be in arrears and shall be current in the payment of all City taxes and fees.
  - (i) Corporation has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
  - (j) Business shall repay all relief funds should a Chapter 501-505, et seq., Section 505.160 petition be filed within the sixty (60) day publication and protest period, and Business

agrees that these funds are being distributed prior to the sixty (60) day publication period ending.

2. <u>Compliance and Default.</u> Failure by Business to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the Corporation the right to terminate this Agreement.

#### ARTICLE VI TERMINATION

- 1. <u>Termination</u>. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:
  - (a) The written agreement of the Parties;
  - (b) The Agreement's Expiration Date;
  - (c) Default by Business (at the option of the Corporation).

#### ARTICLE VII DEFAULT

- 1. Business Events of Default.
- (a) Failure of Business to perform under this Agreement.
- (b) Corporation determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Corporation in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against Business or any attachment or other levy against the property of Business with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Business makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Business or any substantial part of its property, commences any action relating to Business under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Business any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Business by any act indicates its consent to or approval of any trustee of Business or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or
- (e) Business substantially changes its present ownership without written notification to Corporation within thirty (30) days of such change; or

(f) Business changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

#### 2. Remedies for Default.

- (a) In the event of Default by the Business, the Corporation shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the Job Creation Incentive (the "Recapture Amount") if the Default occurs on or prior to the termination date.
- (b) Business agrees a remedy for Default is the Corporation seeking a mandamus from a court of competent jurisdiction; or the appointment of a receiver in equity with the power to charge and collect rents, purchase price payments, and loan payments; and, apply the revenue from the Project in accordance with this Agreement.

#### ARTICLE VIII MISCELLANEOUS

- 1. <u>Binding Agreement</u>. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director or Board Chair of the Corporation shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the Corporation, on behalf of the Parties related thereto.
- 2. <u>Mutual Assistance</u>. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- 3. <u>Representations and Warranties</u>. The Corporation represents and warrants to Business that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Business represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement.
- 4. <u>Assignment.</u> Business shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the Corporation. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Business of any liability to the Corporation, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The Corporation may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

#### 5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Business at no time will be acting as an agent of the Corporation

and that all consultants or contractors engaged by Business respectively will be independent contractors of Business; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the Corporation will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Business respectively under this Agreement, unless any such claims are due to the fault of the Corporation.

- (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the Corporation with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (c) No employee of the Corporation, or any board member, or agent of the Corporation, shall be personally responsible for any liability arising under or growing out of this Agreement.
- 6. <u>Notice</u>. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for the LHEDC:	Liberty Hill Economic Development Corporation 926 Loop 332 Liberty Hill, Texas 78642
With a copy to:	Tad Cleaves Liberty Hill City Attorney 926 Loop 332 Liberty Hill, Texas 78642
If to the Business:	Distriction, Texas 70042

Any Party may designate a different address at any time upon written notice to the other Parties.

- 7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
  - (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute

resolution mechanisms of Article VII above) shall be in the Courts of Liberty Hill County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

- (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the Corporation and paid for by the Business.
- 8. <u>Legal Construction</u>. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

- 9. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except Corporation Board approved amendments to this Agreement.
- 10. <u>Paragraph Headings</u>. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 11. <u>Counterparts.</u> This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 12. <u>Survival of Covenants</u>. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

#### 13. Indemnification.

BUSINESS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CORPORATION AND THE CITY OF LIBERTY HILL ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE

CORPORATION HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF BUSINESS TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF LIBERTY HILL, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY BUSINESS UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CORPORATION OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT BUSINESS SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO BUSINESS HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CORPORATION.

- 14. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- 15. <u>Force Majeure.</u> Whenever a period of time is herein prescribed for action to be taken by the Business, the Business shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

Executed this day of 2020	Business:
	Signed:
	Printed Name:
	Title:
Executed this day of 2020	LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION
	By:

#### **CONSENT AGENDA ITEMS**

Discuss and take action to approve minutes of the Regular City Council meeting held Monday – April 27, 2020. OUTCOME: Kathy Canady asked that this item be moved to Regular Agenda for consideration and discussion.

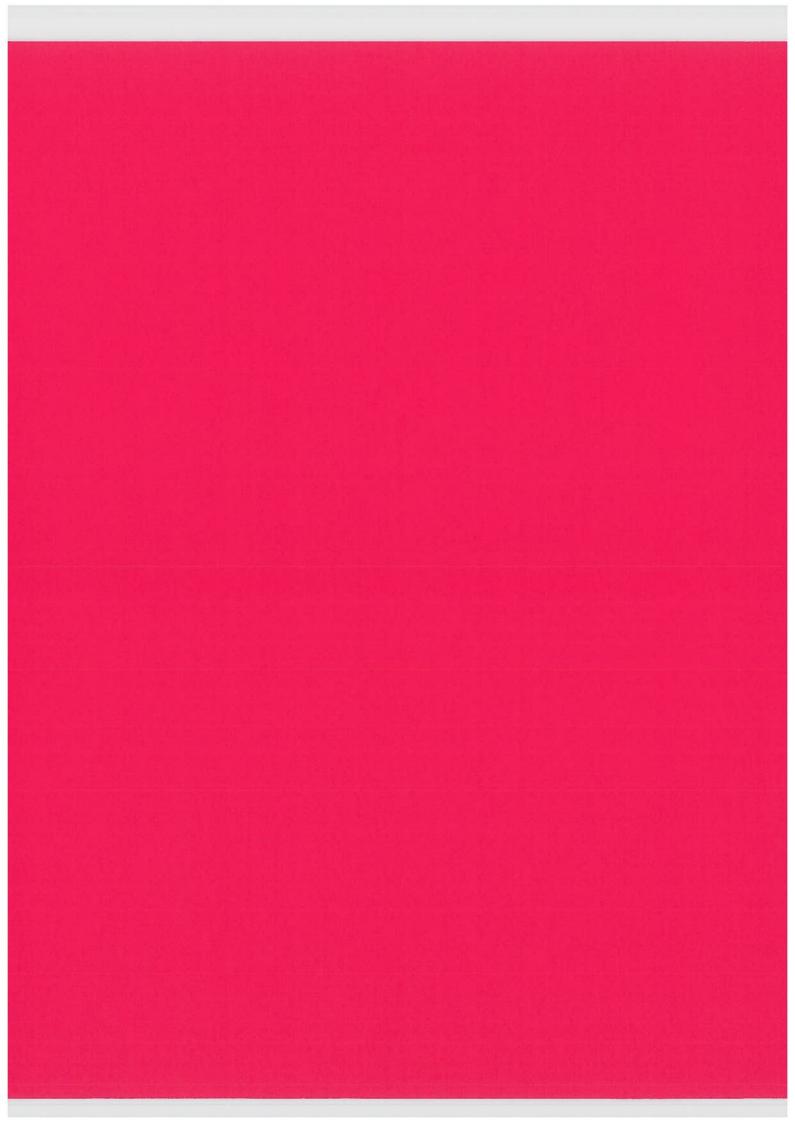
#### **REGULAR AGENDA**

Discuss and take action to approve minutes of the Regular City Council meeting held Monday – April 27, 2020. OUTCOME: Following discussion of corrections needed on the minutes, Kathy Canady made a motion, seconded by Liz Rundzieher, to postpone approval of the minutes until the next meeting of Council scheduled for Tuesday, May 26, 2020 to allow time for corrections to be discussed with and amended by the City Secretary. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

Discussion and possible action to authorize negotiation of a professional services agreement with HNTB Corporation to provide final design, environmental clearance, TxDOT coordination, construction oversight, and other professional services for the implementation of a traffic signal and intersection improvements along SH 29 at the proposed Butler Farms Development Entrance. (Resolution 20-R-28). OUTCOME: Mayor Hall stated that the builder has asked that the process be expedited. On motion by Liz Rundzieher and second by Kathy Canady, Council authorized Mayor Hall to create a contract for the work to be completed on behalf of the City. The contract will state that the PID will pay for the work with fees not to exceed \$233,724. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

Discussion and possible action to approve the Liberty Hill Economic Corporation's 20-R-27 ("LHEDC") COVID-19 Relief Grant programs for local businesses, providing for up to twenty (20) grants of \$5,000 each based on approved eligibility criteria, application and execution of a performance agreement. (Resolution 20-R-27) OUTCOME: Mayor Hall stated this is an application the City attorney helped the EDC create. Kathy Canady excused herself for possible conflict of interest as she might be completing an application for this assistance. Ms. Canady will complete an Affidavit of Possible Conflict of Interest with the Deputy City Clerk. Liz Rundzieher stated this assistance is available to businesses within City limits. There will be twenty (20) individual grants of \$5,000 each, totaling \$100,000. Applications will be made available at City Hall, on the City website, and on social media for employers with twenty-five (25) or fewer employees. Mayor Hall stated he would urge the EDC to provide more grants if they receive over twenty (20) applications. Steve McIntosh made a motion, seconded by Tony DeYoung, to approve Resolution 20-R-27 regarding the Liberty Hill Economic Development Corporation's COVID-19 Relief Grant program for local businesses, providing for up to twenty (20) grants of \$5,000 each based on approved eligibility criteria, application, and execution of a performance agreement. Motion passed on vote of 4 AYES, 0 NAYS, AND 1 ABSTENTION. Kathy Canady abstained.

Discussion and possible action to approve a Legal Services Contract between the City of Liberty Hill and the LHEDC allowing the City Attorney to advise the LHEDC and providing for reimbursement of City costs. (Resolution #20-R-29) OUTCOME: Mayor Hall reminded Council the Bojorquez Law Firm is no longer being used by the City. The EDC would do a pass-



### **RESOLUTION 20-R-30**

**Current Status:** 

No signatures.

Action needed:

Approve Mayor and current City Secretary to sign and

seal.

#### CITY OF LIBERTY HILL

#### **RESOLUTION NO. 20-R-30**

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, APPROVING AN ADMINISTRATIVE SERVICES CONTRACT BETWEEN THE CITY OF LIBERTY HILL AND THE LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, The City of Liberty Hill ("City") provides administrative support to the Liberty Hill Economic Development Corporation ("LHEDC") in the form of providing personnel to assist the Board, office space, office supplies, telecom services, copying and duplication, and other administrative services and supplies ("Administrative Expenses"); and

WHEREAS, the LHEDC reimburses the City for the cost of these Administrative Expenses.

WHEREAS, the City would like to enter into the Administrative Services Contract Between the City of Liberty Hill, Texas and the Liberty Hill Economic Development Corporation, which is attached hereto as Attachment "A."

NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

SECTION 1. The City Council hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

**SECTION 2.** The City Council APPROVES the City entering into the Administrative Services Contract Between the City of Liberty Hill. Texas and the Liberty Hill Economic Development Corporation, in a form substantially similar to the agreement attached hereto as *Attachment "A."* and authorizes the Mayor to execute same.

PASSED & APPROVED this, the 11th day of May 2020, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Liberty Hill, Texas.

	Rick Hall, Mayor
ATTEST:	Approved as to Form:
Barbara Zwernemann. City Secretary	Tad Cleaves. City Attorney

# ADMINISTRATIVE SERVICES CONTRACT BETWEEN THE CITY OF LIBERTY HILL, TEXAS AND THE LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS COUNTY OF WILLIAMSON

THIS CONTRACT FOR LEGAL SERVICES ("Contract") is made by and between the City of Liberty Hill, 926 Loop 332, Liberty Hill, Texas 78642, hereinafter called "City" and the Liberty Hill Economic Development Corporation, having its principal business address at 926 Loop 332, Liberty Hill, Texas 78642, hereinafter called "Corporation" for the purpose of contracting for administrative services of the staff and employees of the City.

#### WITNESSETH

WHEREAS, on October 30, 2002, the City established the Corporation pursuant to Section 4B of the Economic Development Corporation Act of 1979, as amended, to promote and develop new and expanded business enterprises on behalf of the City of Liberty Hill: and

WHEREAS, the directors of the Corporation adopted By Laws of the Liberty Hill Economic Development Corporation ("By Laws"), which were most recently revised July 27, 2015; and

WHEREAS, the City and Corporation desire to contract for administrative services described as follows: the services provided by the City's City Administrator, Chief Operating Officer, Finance Director. City Secretary, the staff and employees Finance Department for their assistance to the Board; office expenses; office supplies: telephone expenses; copying and duplication.

#### **AGREEMENT**

NOW, THEREFORE, the City and Corporation, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

### ARTICLE I SCOPE OF SERVICES TO BE PROVIDED BY CITY

The City will furnish items and perform those services for fulfillment of the Contract as identified in the By Laws of the Corporation.

### ARTICLE 2 CONTRACT PERIOD

This Contract shall begin at the start of business on May 12, 2020 and automatically renew on October 1, 2020 and annually on October 1 of each successive year unless terminated according to the procedures in Article 7 below.

### ARTICLE 3 CONTRACT PRICE

Corporation shall pay City for the services contemplated herein as follows:

 For the administrative services including the services provided by the City's City Administrator, Chief Operating Officer, Finance Director, City Secretary, the staff and employees Finance Department for their assistance to the Board; office expenses; office supplies; telephone expenses; and copying and duplication, the monthly flat fee of \$5,000.00 per fiscal year.

### ARTICLE4 PAYMENT PROCEDURES

The Corporation shall pay the City FOUR HUNDRED SIXTEEN AND 67/100 DOLLARS (\$416.67) per month on the first of each month, beginning June 1, 2020, during the term of this Contract for administrative services. In addition, the Corporation shall reimburse the In addition, the Corporation shall pay for all external legal or other professional services invoices pursuant to the Article 3 within thirty (30) days of receipt.

### ARTICLE 5 OWNERSHIP OF DOCUMENTS

All data and other documents created or collected under the terms of this Contract are the exclusive property of the Corporation and shall be furnished to the Corporation upon request. Release of information to the public shall be subject to and in conformance with the Texas Public Information Act.

### ARTICLE6 SUSPENSION

The City may suspend services under this Contract without committing a breach of its terms upon the occurrence of any of the following:

- 1. The Liberty Hill Mayor or City Administrator does not approve of the utilization of any or all legal services:
- 2. The Liberty Hill Mayor or City Administrator feels the City is not receiving reasonable compensation for any or all services: or
- 3. The performance of a service materially interferes with the other duties of the affected City personnel.

### ARTICLE 7 TERMINATION

The Contract may be terminated before the stated termination date by any of the following conditions:

(1) By mutual written agreement and consent; or

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth herein; or

(3) By either party for reasons of its own and without the consent of the other party, provided that at least thirty (30) days written notice is provided to the other party.

The termination of this Contract and payment of an amount in settlement as prescribed in Article 3, above shall extinguish all rights. duties, and obligations of the City and the Corporation under this Contract.

### ARTICLE 8 INDEMINIFICATION

Corporation's Indemnification. The Corporation agrees, to the extent permitted by law, to save harmless the City and its agents, officers and employees from all claims and liability due. to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the Corporation or of the Corporation's agents, officers, and employees. The Corporation shall also save harmless the City and its agents, officers, and employees from any and all expense, including, but not limited to, attorney fees which may be incurred by the City in litigation or otherwise resisting said claim or liabilities which may be imposed on the City as a result of such activities by the Corporation, its agents, officers, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of City, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by City or its agents, officers or employees as a condition precedent to City's recovery under this provision.

City's Indemnification. The City agrees, to the extent permitted by law, to save harmless the Corporation and its agents, officers, and employees from all claims and liability due to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the City or the City's agents, officers, or employees. The City shall also save harmless the Corporation from any and all expense, including, but not limited to, attorney fees which may be incurred by the Corporation in litigation or otherwise resisting said claim or liabilities which may be imposed on the Corporation as a result of such activities by the City, its agents, officers, or employees. This indemnity shall not include claims

based upon or arising out of the willful misconduct of Corporation, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by Corporation or its officers or employees as a condition precedent to Corporation's recovery under this provision.

### ARTICLE 9 SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### ARTICLE 10 PRIOR CONTRACTS SUPERSEDED

This Contract constitutes the sole and only agreement of the parties hereto with respect to legal services and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

#### ARTICLE 11 NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

If intended for the LHEDC: Liberty Hill Economic Development Corporation

Attn LHEDC President

926 Loop 332 P.O. Box 1920

Liberty Hill, Texas 78642

If to the City: City of Liberty Hill, Texas

926 Loop 332 P.O. Box 1920

Liberty Hill. Texas 78642

With a copy to: Tad Cleaves

Liberty Hill City Attorney

926 Loop 332 P.O. Box 1920

Liberty Hill. Texas 78642

#### ARTICLE 12 SIGNATORY WARRANTY

The undersigned signatory or signatories for the parties hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the entity. The above-stated representations and warranties are made for the purpose of inducing the other party to enter into this Contract.

IN WITNESS HEREOF, the City and the Corporation have executed these presents in duplicate on the dates shown below for each.

#### LIBERTY HILL ECONOMIC DEVELOPMENT CORPORATION

on, President
LL
Mayor
•
a valvataruda da da tara vara a da
Barbara Zwernemann
City Secretary

through cost with the City at Mr. Cleaves' hourly rate at the time of services. On motion by Steve McIntosh and second by Gram Lankford, Council approved Resolution 20-R-29 providing for a Legal Services Contract between the City and LHEDC allowing the City Attorney to advise the LHEDC and providing for reimbursement of City costs. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

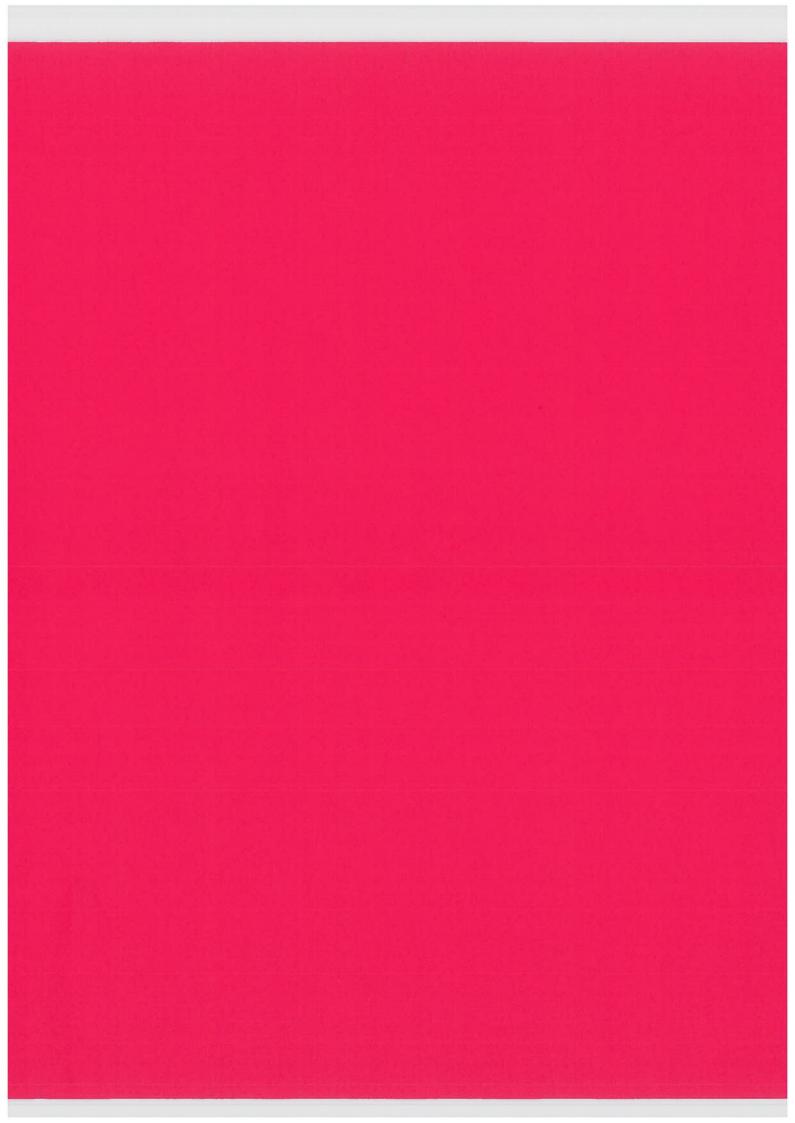
20-R-30

Discussion and possible action to approve an Administrative Services Contract between the City of Liberty Hill and the Liberty Hill Economic Development Corporation approving City Staff to assist the LHEDC with administrative tasks and providing for reimbursement of City costs. (Resolution #20-R-30) OUTCOME: Mayor Hall stated that in the past, the City had an agreement with the EDC that the EDC would contribute part of the annual salary of the City Administrator. This change would nullify that contribution and allow for an annual contribution of \$5,000 per year for the handling of payroll, etc. beginning May 12, 2020 and auto-renewing October 1st of each year. On motion by Gram Lankford and second by Tony DeYoung, Council approved Resolution 20-R-30 approving an Administrative Services Contract between the City of Liberty Hill and the Liberty Hill Economic Development Corporation providing for an annual contribution of \$5,000 to the City for administrative tasks on behalf of the EDC; beginning May 12, 2020 and auto-renewing October 1st of each year. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

20-R-31

Discussion and possible action to approve the City of Liberty Hill Public Information Policy outlining rules of procedure under which public information may be provided pursuant to Government Code Section 552.230(a). (Resolution #20-R-31) OUTCOME: Lacie Hale – Chief Operating Officer addressed Council stating that the policy designates the Chief Operating Officer as Public Information Officer. This policy also states that costs in producing information of less than \$10 are waived. Information that is less than ten (10) pages is also waived. City staff recommends the policy. Kathy Canady asked about Ms. Hale's qualifications; Ms. Hale stated she is a certified Texas Municipal Clerk and has her international designation as well. Council members spoke their appreciation for the work put into the policy. On motion by Kathy Canady and second by Gram Lankford, Council approved Resolution 20-R-31 with attached Public Information Policy and appointed Lacie Hale, Chief Operating Officer, as the Public Information Officer. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

Discussion and possible action to approve the City of Liberty Hill Purchasing Policy with amendments outlining guidelines for procurement of material, services, equipment, and ensuring regulatory compliance. (Resolution 20-R-32) OUTCOME: Becky Wilkins – Finance Director addressed Council stating she added a few items and tried to simplify from the previous policy. Page 3 outlines the steps of the process. Page 11 requires bidders to supply three (3) references for staff to verify. Page 10 allows for acceptance of the lowest, most responsible bidder. Following discussion of a point system or checklist, the City Attorney – Tad Cleaves responded that in the bid process City staff may lay out a list to be completed. For projects \$50,000 or higher, pre-bid meetings are held. Ms. Wilkins suggested considering case by case whether to include a point system. Kathy Canady cautioned it is not always best to choose the lowest bid. Mayor Hall stated the City may choose the most qualified bidder to the specific project. Ms. Wilkins stated



### **RESOLUTION 20-R-31**

**Current Status:** 

No signatures.

Action needed:

Approve Mayor and current City Secretary to sign and

seal.

# CITY OF LIBERTY HILL

# **RESOLUTION NO. 20-R-31**

# A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, ADOPTING THE CITY OF LIBERTY HILL PUBLIC INFORMATION POLICY

WHEREAS, The City of Liberty Hill ("City") is subject to the Texas Public Information Act, which is codified in Texas Government Code Chapter 552; and

WHEREAS. The City would like to adopt reasonable rules of procedure under which public information may be inspected and copied efficiently, safely and without delay.

NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

SECTION 1. The City Council hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

**SECTION 2.** The City Council APPROVES the Public Information Policy, which attached hereto as *Attachment "A"* and incorporated herein as though set forth at length.

PASSI	ED & APPROVED this, the 11th day of May 2020, by a vote of (ayes) to	(navs
to	(abstentions) of the City Council of Liberty Hill, Texas.	(****)

	Rick Hall, Mayor	
ATTEST:	Approved as to Form:	
Barbara Zwernemann. City Secretary	1 ad Cleaves. City Attorney	
	rad Cicares. City Attorney	

# CITY OF LIBERTY HILL PUBLIC INFORMATION POLICY

#### I. GENERAL

Pursuant to Government Code section 552.230(a) the City of Liberty Hill ("City") promulgates these reasonable rules of procedure under which public information may be inspected and copied efficiently, safely, and without delay.

#### II. PURPOSE

The City Secretary serves as the City's officer for public information and is responsible for the effective disposition of Public Information Requests submitted to the City of Liberty Hill. As used herein, "PIO" shall refer to City's officer for public information or their designee. An effective and efficient means of receiving, cataloging, retrieving, and dispensing of records is essential to comply with the laws of the State of Texas.

The purpose of this policy is to set out guidelines to ensure that all requests for public information are handled uniformly, fairly, timely, and within the statutes set out by the State of Texas Public Information Act. In the event of any conflict between the City's Policy and the Texas Public Information Act, the Act and other applicable state laws shall prevail.

#### III. THE PUBLIC INFORMATION ACT (THE ACT)

The Texas Public Information Act gives the public the right to request access to government information through a written request to a governmental body. The request must ask for records or information already in existence. The Act does not require a governmental body to create new information, to do legal research, or to answer questions.

A governmental body has no duty to comply with standing requests for copies of records. If a requestor seeks documents that are not in existence at the time of the request, the governmental body may notify the requestor of this fact and ask the requestor to resubmit the request at a later time when such a record may be available. Also, the governmental body has no on-going duty to notify a requestor in the future if additional responsive records come into existence.

The Act requires that an officer for public information of a governmental body promptly produce public information for inspection, duplication, or both on application by any person to the officer. "Promptly" means as soon as possible under the circumstances, that is, within a reasonable time, without delay.

If an officer for public information cannot produce public information for inspection or duplication within ten business days after the date the information is requested, the officer must certify that fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication.

# IV. TYPES OF INFORMATION SUBJECT TO THE PUBLIC INFORMATION ACT

Public information includes information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business. The Public Information Act applies to records regardless of their format. It includes information that is maintained in paper, tape, microfilm, video, electronic data held in a computer memory, as well as other mediums specified under law.

CITY OF LIBERTY HILL PIA POLICY

Page 1 of 16

All City officials and employees shall ensure that any information they create, transmit, receive, or maintain in their official capacity, or while performing official business or a governmental function on behalf of the City, which pertains to official business of the City is preserved in accordance with the City's records retention schedule and promptly produced in response to a request for public information.

#### V. PROCEDURES

#### 1. Intake

- a. All written requests for public information shall be immediately, but no later than 2 days, forwarded to the PIO. A written request will be accepted if made in person, via regular mail, fax, or email.
- b. Requests submitted on an official city holiday or after 5PM on a regular business day will be considered received on the next business day.
- c. The PIO will date stamp, assign a PIR (Public Information Request) number and analyze the request to determine If it requires clarification.
- d. If the request is unclear or particularly voluminous the PIO will seek clarification from the requestor within 10 days from the date the request was received. If a request is clarified the 10 days to respond to the request is suspended and restarts upon receipt of the clarification from the requestor.
- e. The PIO will contact the proper department for processing and collecting of responsive information.
- f. The PIO will be responsible for maintaining the Public Information Request Log ("PIR Log") which shall include the following information: date request received, date of any correspondence with the requestor, estimated cost of producing information, amounts paid, and amounts owed.
- g. Once the information is processed by the department and forwarded back to the PIO, the PIO will review the information to determine if it includes any information that must be redacted or withheld because it is confidential by law or subject to a discretionary exception to disclosure.

# 2. No Confidential Information Requested

- a. If the information requested does not involve any confidential matters or matters which may be withheld from release, the PIO shall promptly send responsive documents to the requestor as soon as possible, but no later than 10 days from the date of the request.
- b. If the information requested cannot be promptly produced because of the number of documents sought or availability of records, the PIO shall notify the requestor, in writing, of an estimated date on which it will be provided.
- c. PIO will notify the requestor, in writing, of any expenses related to the request, and will notify the requestor prior to completion of production if the cost estimate is greater than \$40

- 3. Information Requested May Contain Confidential or Excepted Information
  - a. If the PIO has a question or concern regarding the confidentiality of responsive information or if they records may be subject to an exception to the PIA, the PIO will immediately forward said request and responsive documents to the City Attorney's Office for legal review.
  - b. Any requests concerning the following individuals or subjects must be immediately forwarded to the City Attorney's Office, for review:
    - i. Juveniles
    - ii. Sexual assault/abuse/harassment
    - iii. Attempted Suicide
    - iv. Graphic photos
    - v. Traffic accidents
    - Medical conditions or references to an individual's mental or physical injuries or defects
    - vii. Personal financial information
    - viii. Ongoing law enforcement investigations
    - ix. Domestic violence related
    - x. Body Cams
    - xi. Police officer personnel files
    - xii. Pending litigation
  - c. If the City Attorney identifies information is confidential or excepted from public disclosure he/she must ask for a ruling from the attorney general about whether the information is excepted from disclosure if there has not been a previous determination about whether the information falls within one of the exceptions:
    - The City Attorney shall ask for a decision from the attorney general by submitting a "10-day letter" to the Attorney General's Office - Open Records Division via certified mail.
    - ii. The 10-day letter must state the exceptions that apply to the requested documents; and
    - iii. The 10-day letter must be submitted to the Attorney General's office within a reasonable time but not later than the 10th business day after the date of receiving the written request.
  - d. If the City seeks a ruling from the Attorney General's Office the PIO or City Attorney's office must provide a copy of the public information request for a letter ruling, redacted and without attachments, to the requestor by certified mail within a reasonable time but not later than the 10th business day after the date of receiving the requestor's written request:
    - a written statement that the City wishes to withhold the requested information and has asked for a decision from the attorney general about whether the information is within an exception to public disclosure; and
    - ii. a copy of the City's written communication ("10-day letter") to the attorney general asking for the decision or, if the written communication to the attorney general discloses the requested information, a redacted copy of that written communication.
  - e. Ten business days start the day after the day the City receives the request. Weekends and holidays (including skeleton crew days) when the City's administrative office is closed do

#### not count.

- If the City receives a written request by United States mail and cannot adequately establish the actual date on which the City received the request, the written request is considered to have been received by the City on the third business day after the date of the postmark on a properly addressed request.
- f. If a ruling from the Attorney General's Office has been requested, within 15 business days of receipt of the request, the PIO or the City Attorney's Office must submit via certified mail the following information to the Attorney General's Office:
  - written comments stating the reasons why the stated exceptions apply that would allow the information to be withheld ("15-day brief");
  - ii. a copy of the written request for information;
  - iii. a signed statement as to the date on which the written request for information was received by the City or evidence sufficient to establish that date; and
  - iv. a copy of the specific information requested, or submit representative samples of the information if a voluminous amount of information was requested labeled to indicate which exceptions apply to which parts of the copy.
- g. Not later than the 15th business day after the date of receiving the written request, the PIO or the City Attorney's office must forward a copy of the written comments as to why the requested information is excepted ("15-day brief") via certified mail to the requestor. If the written comments disclose or contain the substance of the information requested, the copy of the comments provided to the person must be a redacted copy.

#### 4. Attorney General Ruling

- a. All Attorney General rulings shall be immediately, but no later than 2 calendar days after being received, forwarded to the PIO or City Attorney's office for review.
- b. The PIO or the City Attorney's office shall immediately, but no later than 2 calendar days after receiving the ruling, review the ruling and make a recommendation to the City Administrator regarding whether an appeal of the ruling should be considered.
- c. The City Administrator shall make a decision regarding appeal, no later than the 9th calendar day after receiving the Attorney General's ruling.
- d. No later than the 10<sup>th</sup> calendar day after receiving the Attorney General's ruling the PIO shall comply with the ruling and produce responsive documents or instruct the City Attorney's office to file suit to appeal the ruling.

#### 5. Automatic Redactions

- a. The Attorney General's Office and/or the Texas Legislature has held that a City may redact the information listed below without the necessity of requesting a decision from the Attorney General. Therefore, any documents requested that include any of the following information shall be immediately redacted and promptly produced to the requestor without first seeking the Attorney General's permission.
  - i. a direct deposit authorization form;
  - ii. a Form I-9 and attachments;
  - iii. W-2 and W-4 forms under section 552.101 in conjunction with section 6103(a) of title 26 of the United States Code;
  - iv. a certified agenda and recording of a closed meeting;

- v. a fingerprint;
- vi. L-2 and L-3 declarations:
- vii. a Texas driver's license number, a copy of a Texas driver's license, a Texas license plate number, the portion of a photograph that reveals a Texas license plate number, and the portion of any video depicting a discernible Texas license plate number;\*\*
- viii. a credit card number, debit card number, charge card number, insurance policy number, bank account number, bank routing number; or access device number\*\*
- ix. an e-mail address of a member of the public;
- x. a Form DD-214 or other military discharge record that is first recorded or first comes into the possession of a governmental body on or after September 1, 2003;
- xi. a social security number of a living person;
- xii. the home address, home telephone number, or information that reveals whether the person has family members of an employee, official or peace officer who has elected in writing that they wish to keep this information private;\*\*
- xiii. Information maintained by a family violence shelter center or sexual assault program;\*\*
- b. If the City is redacting or withholding information denoted above with a double asterisk
   (\*\*) the City shall provide the following information to the requestor on a form prescribed
   by the attorney general:
  - i. a description of the redacted or withheld information; and
  - ii. a citation to the section of the Government Code allowing the redaction; and
  - iii. instructions regarding how the requestor may seek a decision from the attorney general regarding whether the redacted or withheld information is excepted from required disclosure.
- c. <u>Special note</u>: Dates of birth are not on the automatic redactions list, but all dates of birth have been judicially determined to be confidential by law. A requestor must approve automatic redaction, or the City must get permission from the attorney general to redact.

#### 6. Routine Requests

- a. Requests for the following documents are considered "routine" and may be immediately released to the requestor upon receipt of payment, if required, and do not have to be logged and processed in accordance with the procedures detailed in this policy:
  - Agendas
  - ii. Meeting Minutes
  - iii. Open Meeting Recordings
  - iv. City Ordinances
- b. Much of this routine information is identifiable and readily available on the City's website. Accordingly, rather than provide hard copies of this information, the City will be deemed to have complied with the Act by referring the requestor to the exact Internet location or uniform resource locator (URL) address on the City's website. However, if a Requestor indicates they would prefer the information in a physical format the information should promptly be provided.

#### 7. Questions

a. As stated above, the Act does not require the City to answer question. However, it is the

primary duty of City officials and employees to serve the citizens of Liberty Hill. Accordingly, when written requests are submitted seeking answers to specific questions, but do not specify what, if any, documentation is being sought, the PIO will proceed as follows:

- First, she or he will attempt to identify any documents in existence that might provide the requestor with the answers they are seeking;
- ii. If unable to identify any documentation, the PIO shall seek clarification from the requestor regarding what, if any, documentation they are seeking; and
- iii. Notify the requestor that the Act does not require the City to answer questions, but that their request is being process as a "citizen inquiry" and, has been forwarded to the department head mostly likely to be able to answer the questions submitted in the request.
- b. Citizen requests seeking the answers to questions that are not submitted in writing do not need to be considered requests submitted under the Act and processed in accordance with the procedures stated in this policy.
- c. However, any request for any kind of documentation (paper or electronic copies) should be considered a request submitted under the Act, reduced to writing and processed in accordance with these procedures and the Act.

#### 8. Police Department

- a. <u>Access to Texas Peace Officer's Crash (CR-3) Reports</u>. Peace Officer Crash (CR-3) Reports are held and maintained by the Texas Department of Transportation. The City does not maintain a copy of this report in its records.
  - If the City receives a request for a CR-3 Report the PIO shall notify the requestor that the City does not have any documents responsive to this request as this information is not held or maintained by the City.
  - ii. The PIO may also note to the requestor that the accident report requested can be purchased online via the Crash Records Information System ("C.R.I.S") operated by the Texas Department of Transportation and provide a link to the C.R.I.S. website. (https://cris.dot.state.tx.us/public/Purchase/)
- b. Access to Law Enforcement Records Related to Pending Investigation or Prosecution.
  - i. Information, including, internal records and notations, held by the Liberty Hill Police Department are excepted from public disclosure if releasing the information would interfere with the detection, investigation, or prosecution of crime. The Department believes, and the Texas Attorney General generally agrees, that releasing information related to a pending investigation or prosecution will interfere with the detection, investigation or prosecution of crime.
  - ii. Accordingly, if the City receives a request for information related to a pending investigation or prosecution of an offense designated as a Class B or higher it is the City's policy to seek permission from the Attorney General to withhold this information as allowed by Texas Government Code section 552.108.
    - Prior to seeking an Attorney General ruling the PIO may seek clarification from the requestor, in accordance with the Act and these polices, and ask the requestor if he or she wishes to narrow the scope of the request to only the "basic information" as defined by Government Code section 552.108(c).

# c. Access to Audio Files and Dash Camera Videos.

- i. All audio files and dash camera video files are stored in an electronic format on the City's servers, therefore, making this information available to the public may require the manipulation of data and if so, should be processed in accordance with the manipulation of data policy.
- ii. Prior to public release, all audio files and dash camera video files should be reviewed for confidential information such as driver's license numbers, license plate numbers and other information deemed confidential by law.
  - If it is determined that an audio or video file includes information confidential by law the PIO shall seek permission from the Attorney General in accordance with the Act and this policy to withhold the file in its entirety as the City does not have the technological capabilities to redact this information from the audio or video files and is prohibited by law from releasing this information.

# d. Access to Body Worn Camera ("BWC") Videos.

- Access to information recorded by a body worn camera is governed not only by the Public Information Act, but also Chapter 1701 of the Texas Occupations Code. The City adopts this policy in accordance with section 1701.655(4) of the Occupations Code.
  - Criminal Offense. A peace officer or other employee of a law enforcement agency commits a Class A misdemeanor offense if the officer or employee releases a recording created with a body worn camera without permission of the Liberty Hill Police Department. See Tex. Occ. Code § 1701.659. Only a release of a recording in compliance with this policy is considered a release with permission of the Department.
  - BWC Videos Subject to the Act. Only information recorded by a BWC and held by the Department that is or could be used as evidence in a criminal prosecution is subject to public release under this policy and the Public Information Act.
  - Public Request Requirements for BWC Video. A member of the public is required to provide all of the following information when submitting a written request for information recorded by a BWC:
    - a. the date and approximate time of the recording; and
    - b. the specific location where the recording occurred; and
    - the name of one or more persons known to be a subject of the recording.
      - If a requestor fails to provide this information the PIO shall respond in writing by making him or her aware of these requirements and requesting he or she provide the appropriate information.
      - ii. A failure to provide all of the information required to be part of a request for recorded information does not preclude the requestor from making a future request for the same recorded information.
  - 4. Responding to a Request for BWC Videos Upon receiving a proper request the PIO shall:
    - Make a determination whether the requested BWC video is subject to the Act
      - i If the requested BWC video is not subject to the Act, the

- PIO shall immediately respond to the requestor noting that the video requested is not subject to the Act and therefore will not be released.
- If the requested BWC video is subject to the Act, the PIO shall coordinate with the Police Department and review the video to determine the appropriate response.
- b. Make a determination whether any information in the video is related to a pending criminal investigation, references information confidential by law or whether the Act or other law excepts the information from disclosure to the public.
  - i. If the requested BWC video is not related to a pending criminal investigation, does not include information confidential by law or excepted from disclosure the PIO shall promptly, but no later than 10 business days from the date the request was received, make the video available to the requestor in accordance with the Act and these policies.
    - 1. Voluminous requests.
      - a. A request for BWC recordings is considered voluminous if it includes:
        - i. a request for 8WC recordings from more than five separate incidents:
        - ii. more than five separate requests for BWC recordings from the same person in a 24- hour period, regardless of the number of incidents included in each request; or
        - b. The PIO is considered to have promptly responded to a voluminous request for BWC recordings if he or she makes the responsive records available in accordance with the Act and these policies within 21 business days of receiving the written request.
          - a request or multiple requests from the same person in a 24hour period for BWC recordings that, taken together, constitute more than five total hours of video footage.
  - ii. If the requested information relates to a pending criminal investigation, references information confidential by law or excepted from disclosure the PIO shall promptly, but no later than 20 business days from the date the request was received, seek to permission from the Attorney General's office to withhold this information in accordance with the Act and these policies.

- The City does not have the capability to redact confidential information from BWC videos; accordingly, if any information in the video is deemed to be confidential by law the PIO must seek permission to withhold the video in its entirety.
- 2. If the City determines it is necessary to seek the Attorney General's permission to withhold a BWC video it shall submit the initial "10-day letter" to the Attorney General and submit a copy to the requestor, no later than 20 business days from the date the request was received and submit the "15-day brief" to the Attorney General and requestor no later than 25 business days from the date the request was received.
- Exceptions to Public Release of BWC Videos. In addition to the exceptions
  to public disclosure included in the Act, the Occupations Code also
  prohibits release of BWC Videos in the following circumstances:
  - a. <u>BWC Videos Related to a Pending Investigation</u>. A BWC video documenting an incident that involves the use of deadly force by a peace officer or that is otherwise related to an administrative or criminal investigation of an officer may not be released to the public until all criminal matters have been finally adjudicated and all related administrative investigations have concluded, unless department determines that the release furthers a law enforcement purpose.
    - i. If the City receives a request for a BWC Video related to a pending investigation as described above the Chief of Police shall notify the PIO, in writing, no later than 5 days after receipt of the request whether release of the video would further a law enforcement purpose.
    - ii. If the PIO receives no written response from the Chief or if the Chief does not believe release would further a law enforcement purpose, the City shall seek permission from the Attorney General, in accordance with this policy and applicable law, to withhold the video from public release.
  - b. <u>BWC Videos Recorded in a Private Space</u>. The City may not release any portion of a recording made in a private space without written authorization from the person who is the subject of that portion of the recording or, if the person is deceased, from the person's authorized representative. Such permission should be procured by the requestor.
    - i. If the City receives a request for this type of information without the proper written authorization the PIO shall seek permission from the Attorney General, in accordance with this policy and applicable law, to withhold the video from public release.
  - c. BWC Videos Involving Class C misdemeanor with No Arrest. The

City may not release any portion of a recording involving the investigation of conduct that constitutes a misdemeanor punishable by fine only and does not result in arrest without written authorization from the person who is the subject of that portion of the recording or, if the person is deceased, from the person's authorized representative.

- i. If the City receives a request for this type of Information without the proper written authorization the PIO shall seek permission from the Attorney General, in accordance with this policy and applicable law, to withhold the video from public release.
- d. Accidental Recordings. The City shall not release a BWC recording if the recording was not required to be made under this subchapter or another law or under a policy adopted by the Liberty Hill Police Department and does not relate to a law enforcement purpose.
  - i. If the City receives a request for this type of information without the proper written authorization the PIO shall seek permission from the Attorney General, in accordance with this policy and applicable law, to withhold the video from public release.

# 9. Municipal Court

- a. Courts and Judicial Branch agencies are not subject to the Texas Public Information Act nor to the federal Freedom of Information Act. However, to ensure efficient and consistent responses to requests for information held by the judiciary it is the City's policy that requests for information held by the Liberty Hill Municipal Court be processed in accordance with these guidelines.
  - i. Access to Court Case Records.
    - Court case records are records of any nature created, produced, or filed in connection with any matter that is or has been before a court.
    - Court case records are considered information held by the judiciary. Therefore, the Public Information Act neither authorizes this information to be withheld nor requires it to be disclosed.
    - Access to court case records is governed by common law, other statutory law and court rules.
    - 4. The custodian of court case records is the Clerk of the Court.
    - 5. Requests from the Public.
      - a. Requests from the public for court case records shall be immediately directed to the Court Clerk and processed in accordance with the following guidelines:
        - Generally, court case records filed with the Court are considered public and will be released to the public unless access is restricted by law or court order.
        - ii. The following is a non-exhaustive list of court case records that are considered records of the judiciary and therefore not subject to the Act, but are considered public records under other law and may be released to the public unless a specific court order prohibits release

in a particular case:

- 1. Summons and complaints;
- 2. Final judgments;
- 3. Final court orders, including orders of deferred disposition; and
- 4. Executed arrest warrants and supporting affidavits.
- iii. The following is a non-exhaustive list of court case records that are considered records of the judiciary and therefore not subject to the Act, but which are subject to other law prohibiting their release to the public:
  - Records related to charges against or the conviction of a child, for a non-traffic related offense, see Article 45.0217 of the Code of Criminal Procedure.
  - Records related to the conviction of or deferral of disposition for a child, for a non-traffic related offense, see Article 45.0217 of the Code of Criminal Procedure.

# 6. Requests from a Defendant or Attorney of Record.

a. A request for a court case record from a defendant or attorney of record related to a pending Municipal Court case shall be forwarded to the City Prosecutor and processed in accordance with applicable discovery rules.

# ii. Access to Judicial Records.

- Judicial records are records made or maintained by or for a court or judicial agency in its regular course of business but not pertaining to its adjudicative function.
- Judicial records are considered information held by the judiciary; therefore, the Public Information Act neither authorizes this information to be withheld nor requires it to be disclosed.
- Access to judicial records are governed by Rule 12 of the Rules of Judicial Administration.
- The custodian of judicial records is the presiding judge of the Liberty Hill Municipal Court.

# 5. Requests for Judicial Records.

- a. Any request to inspect or copy a judicial record received by the City and properly directed to the Municipal Court Judge should be immediately, but no later than 2 days after being received, forwarded to the Presiding Judge to be processed in accordance with Rule 12 of the Rules of Judicial Administration.
- b. All requests to inspect or copy a judicial record must be in writing, must include sufficient information to identify the record, and must be directed to the records custodian, the Presiding Judge and not to a court clerk or other agent for the records custodian.

#### VI. CHARGES TO A REQUESTOR

1. Administrative Code Charges Apply

a. A requestor may ask to inspect information, get copies of the information, or both. If a CITY OF LIBERTY HILL
PIA POLICY

Page 11 of 16

- request is for copies of information or to inspect information that requires redactions of confidential information then the charges approved by the Texas Public Information Act and found in Rule §70.3 of the Texas Administrative Code will apply.
- b. The PIO will be responsible for applying the charges per this policy, invoicing and collecting payment from requestors. The PIO will fully document the amounts, paid and unpaid, for every request in the PIR Log.

# 2. Providing Paper and other Physical Copies of Information

a. Common fees that apply to hard copies of requested records are as follows:

Copies and/or printouts, standard and legal size	\$.10/page
Oversize paper copy	\$.50/page
Specialty Paper (map)	\$1.50/page
Specialty Paper (mylar, blueprint)	Actual Cost
Postage	Actual Cost
Diskettes/CD's	\$1.00
DVD	\$3.00
Body Worn Camera Recording	The City shall charge the fee set by the Attorney General.
Labor charge for locating, compiling, manipulating data, reproducing, and if necessary redacting confidential information	\$15/hour  Does not apply to requests for 50 or fewer pages of paper records.
Overhead	20% of the charge made to cover any labor costs Only applicable when labor charges are appropriate.

b. The Act does not require the City to create documents, therefore the City is not required to create and produce certified copies of city records. However, it is the City's policy to issue standard or legal-size certified copies of city records upon request for \$2.00 per page.

#### 3. Providing Electronic Copies of Information

- a. If a Requestor asks that information be provided in an electronic format (i.e., e-mail attachment, copied on to a CD or DVD) the City shall provide the information in the requested format if:
  - i. the requested information is electronically stored;
  - ii. the City has the capability of providing it in that format; and
  - iii. the City it is able to provide it at no greater expense or time.
- b. The City has the capability to provide a Requestor with electronic copies of information via e-mail if the following conditions are met:
  - i. the Requestor provides a valid e-mail address;
  - ii. the information being requested already exists in an electronic nonmanipulative format, such as a .PDF file;

- iii. no redactions of confidential information is needed;
- iv. the electronic file is less than 20MB;
- v. e-mailing the electronic file will not take longer than half an hour of personnel time; and
- vi. payment, if applicable, for the documents has been received.
- c. The City has the capability to provide a Requestor with electronic copies of information via a disc if the following conditions are met:
  - i. the information being requested already exists in an electronic nonmanipulative format, such as a .PDF file;
  - ii. no redactions of confidential information is needed;
  - iii. copying the electronic file will not take longer than half an hour of personnel time; and
  - iv. payment, if applicable, for the documents has been received.
- d. Per page charges will not apply to copies provided electronically, but the following charges will apply:
  - i. labor charges at the rate of \$15/hour for locating, compiling, manipulating data, and producing the information;
  - ii. overhead at the rate of 20% of the charge made to cover any labor costs;
  - iii. \$1 per CD and \$3 per DVD, if applicable.
  - iv. If an electronic document requires programming or manipulation of data to be electronically released the requestor will be charged in accordance with that subsection.

#### 4. Inspection of Information

- a. If the requestor does not request a copy of public information, no charge will be imposed for making the public information that exists in a paper record available for inspection unless:
  - the information being requested completely fills, or when assembled will completely fill, six or more archival boxes and would take 5 or more personnel hours to make available; or
  - ii. the information being requested is over 5 years old and would take 5 or more personnel hours to make available; or
  - iii. a page being requested contains confidential information that must be edited from the record before the information can be made available for inspection.
    - If the information completely fills, or when assembled will completely fill, six or more archival boxes or is over 5 years old as described above, the City will charge the requestor the labor charges associated with making the documents available.
    - If a redaction from a page is required, the City will charge \$0.10 per page for the cost of making a photocopy of the page from which confidential information must be edited.
- b. In response to a request to inspect information that exists in an electronic medium and that is not available directly online to the requestor, the City will not charge to inspect this information unless complying with the request will require programming or manipulation of data.
  - If programming or manipulation of data is required, the PIO shall notify the requestor before assembling the information and provide the requestor with an estimate of charges that will be imposed to make the information available.
  - ii. A charge under this section will be assessed in accordance with the  $\mathsf{Act}$  and  $\mathsf{the}$

section of this policy related to programming or manipulation of data.

#### 5. Waiver of Costs

- a. The City shall waive the costs associated with producing the information if the total is less than \$1.00 because the actual cost of processing and collecting a charge less than \$1.00 will exceed the amount of the charge.
- b. The City shall reduce the costs associated with requests made by members of the media associated with local publications by \$10.00 because providing the public information to members of the media primarily benefits the general public.
- c. The City may provide a copy of a BWC recording without charge or at a reduced charge if it is determined by the Chief of Police that waiver or reduction of the charge is in the public interest.

# 6. Deposits and Overdue Balances

- a. A deposit of 50 percent of the entire estimated amount shall be imposed when the anticipated costs for the preparation of a copy of public information in the written itemized statement of charges provided by the PIO exceeds \$100.
- b. If a requestor has accrued over \$100 of overdue and unpaid balances related to previous requests, a deposit in the amount of the unpaid amounts owing to the City must be received before the PIO will begin preparing a copy of public information in response to a new request.
- c. If a deposit is required as detailed above, the request for a copy of public information is considered to have been received on the date the City receives the deposit for payment of anticipated costs or unpaid amounts.
- d. If a requestor modifies the request in response to the requirement of a deposit, the modified request is considered a separate request and is considered received on the date the City receives the written modified request.
- e. A requestor who fails to make a deposit before the 10th business day after the date the deposit is required is considered to have withdrawn the request for the copy of the public information that precipitated the requirement of the deposit or bond.

# 7. Programming and Manipulation of Data

- a. Definitions
  - "Manipulation" means the process of modifying, reordering, or decoding of information with human intervention.
  - ii. "Programming" means the process of producing a sequence of coded instructions that can be executed by a computer.
- b. The City shall provide to a requestor written "programing or manipulation of data" statement described below if it is determined that:
  - i. responding to a request will require programming or manipulation of data; and
    - compliance with the request is not feasible or will result in substantial interference with its ongoing operations; or
    - the information could be made available in the requested form only at a cost that covers the programming and manipulation of data.
- c Types of Information Requiring Programming or Manipulation of Data
  - i. The following are examples of the types of information that may be requested from the City that may require programming or manipulation of data in order to make them available to the public, this list is not intended to be exhaustive.
    - 1. <u>E-mails</u>. The City's e-mail correspondence is stored as "Outlook

Message Format — Unicode (\*.msg)" files. To make an e-mail communication available to the public in an electronic, non-manipulative format the City must modify this information from the .msg format to a .pdf format. The City considers this a manipulation of data and the following procedures shall be followed.

- 2. <u>Audio and Video Files</u>. The City's audio and video files are stored in a variety of different electronic formats on the City's servers. To make a video file available to the public the City may have to modify the information to another electronic format that is capable of being saved to a CD or DVD and accessible electronically by the public. The City considers this a manipulation of data and the following procedures shall be followed.
- d. The written "programming or manipulation of data" statement must include:
  - i. a statement that the information is not available in the requested form;
  - li. a description of the form in which the information is available;
  - iii. a description of any contract or services that would be required to provide the information in the requested form;
  - iv. a statement of the estimated cost of providing the information in the requested form, as determined in accordance with the rules established by the attorney general under Section 552.262; and
  - v. a statement of the anticipated time required to provide the information in the requested form.
- e. The PIO shall provide the written "programming or manipulation of data" statement to the requestor within 20 days after the date of the receipt of the request.
  - If the PIO needs additional time to provide the written statement s/he must provide written notice to the requestor, within 20 days after the date of receipt of the request, that the additional time is needed.
    - If written notice above is provided the PIO has an additional 10 days to provide the written "programming or manipulation of data" statement.
- f. After providing the requestor with the written statement, the City does not have any further obligation to provide the information in the requested form or in the form in which it is available unless within 30 days the requestor states in writing to the City that the requestor:
  - i wants the City to provide the information in the requested form according to the cost and time parameters set out in the statement or according to other terms to which the requestor and the City agree; or
  - ii. wants the information in the form in which it is available.
  - iii. If a requestor does not make a timely written statement under Subsection (d), the requestor is considered to have withdrawn the request for information.
- g. The PIO shall maintain a file containing all programming and manipulation of data written statements issued under this section in a readily accessible location.

Note: It is the policy of the City of Liberty Hill that incoming requests for Public Information are forwarded to all of the following for comments, input and gathering of information:

- City Secretary
- Mayor
- City Attorney
- COO
- Deputy City Clerk

through cost with the City at Mr. Cleaves' hourly rate at the time of services. On motion by Steve McIntosh and second by Gram Lankford, Council approved Resolution 20-R-29 providing for a Legal Services Contract between the City and LHEDC allowing the City Attorney to advise the LHEDC and providing for reimbursement of City costs. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

20-R-30

Discussion and possible action to approve an Administrative Services Contract between the City of Liberty Hill and the Liberty Hill Economic Development Corporation approving City Staff to assist the LHEDC with administrative tasks and providing for reimbursement of City costs. (Resolution #20-R-30) OUTCOME: Mayor Hall stated that in the past, the City had an agreement with the EDC that the EDC would contribute part of the annual salary of the City Administrator. This change would nullify that contribution and allow for an annual contribution of \$5,000 per year for the handling of payroll, etc. beginning May 12, 2020 and auto-renewing October 1st of each year. On motion by Gram Lankford and second by Tony DeYoung, Council approved Resolution 20-R-30 approving an Administrative Services Contract between the City of Liberty Hill and the Liberty Hill Economic Development Corporation providing for an annual contribution of \$5,000 to the City for administrative tasks on behalf of the EDC; beginning May 12, 2020 and auto-renewing October 1st of each year. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

20-R-31

Discussion and possible action to approve the City of Liberty Hill Public Information Policy outlining rules of procedure under which public information may be provided pursuant to Government Code Section 552.230(a). (Resolution #20-R-31) OUTCOME: Lacie Hale – Chief Operating Officer addressed Council stating that the policy designates the Chief Operating Officer as Public Information Officer. This policy also states that costs in producing information of less than \$10 are waived. Information that is less than ten (10) pages is also waived. City staff recommends the policy. Kathy Canady asked about Ms. Hale's qualifications; Ms. Hale stated she is a certified Texas Municipal Clerk and has her international designation as well. Council members spoke their appreciation for the work put into the policy. On motion by Kathy Canady and second by Gram Lankford, Council approved Resolution 20-R-31 with attached Public Information Policy and appointed Lacie Hale, Chief Operating Officer, as the Public Information Officer. Motion passed on vote of 5 AYES, 0 NAYS, AND 0 ABSTENTIONS.

Discussion and possible action to approve the City of Liberty Hill Purchasing Policy with amendments outlining guidelines for procurement of material, services, equipment, and ensuring regulatory compliance. (Resolution 20-R-32) OUTCOME: Becky Wilkins – Finance Director addressed Council stating she added a few items and tried to simplify from the previous policy. Page 3 outlines the steps of the process. Page 11 requires bidders to supply three (3) references for staff to verify. Page 10 allows for acceptance of the lowest, most responsible bidder. Following discussion of a point system or checklist, the City Attorney – Tad Cleaves responded that in the bid process City staff may lay out a list to be completed. For projects \$50,000 or higher, pre-bid meetings are held. Ms. Wilkins suggested considering case by case whether to include a point system. Kathy Canady cautioned it is not always best to choose the lowest bid. Mayor Hall stated the City may choose the most qualified bidder to the specific project. Ms. Wilkins stated